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**AMENDED AGENDA
CITY OF CREVE COEUR
CITY COUNCIL MEETING
300 N NEW BALLAS ROAD
Monday, December 12, 2011
7:00 PM**

CALL MEETING TO ORDER

PLEDGE OF ALLEGIANCE

INVOCATION

ROLL CALL

COMMENTS FROM THE GENERAL PUBLIC

(Citizens are asked to limit comments to three minutes and to complete a speaker card)

ACCEPTANCE OF AGENDA

ANNOUNCEMENTS

The City Council meets the 2nd and 4th Monday of each month

6:00 p.m. – 7:00 p.m. – Work Session

7:00 p.m. – Regular Meeting of the City Council

The regularly scheduled meeting for Monday, December 26, 2011 has been cancelled.

1. CONSENT ORDINANCE READINGS

- a. Bill No. 5351 - An Ordinance Of The City Council Of The City Of Creve Coeur, Missouri Authorizing The Extension Of License For Use Of Right-Of-Way By Edward D. Jones & Co., L.P. Final Reading**

Summary: The Ordinance and agreement on file for use of right of way expires on December 31, 2011. This will extend the agreement for a period of five years expiring on December 31, 2016.

- b. Bill No. 5352 - An Ordinance Of The City Council Of The City Of Creve Coeur, Missouri Authorizing The Extension Of License For Use Of Right-Of-Way By Savvis Communications Corporation. Final Reading**

Summary: The Ordinance and agreement on file for use of right of way expires on March 31, 2012. This will extend the agreement for a period of five years expiring on March 31, 2017.

- c. Bill No. 5353 - An Ordinance Amending Chapter 500, Article II And Article VI Of The Creve Coeur City Building Codes Regarding Fire Sprinklers In One And Two Family Dwellings Or Townhouses. Final Reading**

Summary: On August 28, 2011, a new Missouri state law went into effect that changes the expiration date regarding residential sprinkler installation options,



CITY OF CREVE COEUR – AMENDED AGENDA
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which are stated in City Ordinance No. 5110 from 12/31/2011 to 12/31/2019. The proposed ordinance extends the requirements of the 'mandatory fire sprinkler option' to the new expiration date.

2. CONSENT AGENDA

- a. **Council Minutes dated November 28, 2011.**
- b. **Bill No. 5351 - An Ordinance Of The City Council Of The City Of Creve Coeur, Missouri Authorizing The Extension Of License For Use Of Right-Of-Way By Edward D. Jones & Co., L.P. Final Passage**
Summary: The Ordinance and agreement on file for use of right of way expires on December 31, 2011. This will extend the agreement for a period of five years expiring on December 31, 2016.
- c. **Bill No. 5352 - An Ordinance Of The City Council Of The City Of Creve Coeur, Missouri Authorizing The Extension Of License For Use Of Right-Of-Way By Savvis Communications Corporation. Final Passage**
Summary: The Ordinance and agreement on file for use of right of way expires on March 31, 2012. This will extend the agreement for a period of five years expiring on March 31, 2017.
- d. **Bill No. 5353 - An Ordinance Amending Chapter 500, Article II And Article VI Of The Creve Coeur City Building Codes Regarding Fire Sprinklers In One And Two Family Dwellings Or Townhouses. Final Passage**
Summary: On August 28, 2011, a new Missouri state law went into effect that changes the expiration date regarding residential sprinkler installation options, which are stated in City Ordinance No. 5110 from 12/31/2011 to 12/31/2019. The proposed ordinance extends the requirements of the 'mandatory fire sprinkler option' to the new expiration date.

BILLS PAYABLE REPORT, FOR INFORMATION ONLY

For Information Only

Summary: A report of bills payable dated December 7, 2011 in the amount of \$1,246,183.18 has been provided for Council review. No vote is required.

UNFINISHED BUSINESS

3. **Bill No. 5348 - An Ordinance repealing Ordinance Numbers 1074, 1594, And 1694, and authorizing the issuance of a new conditional use permit for operation Of A Valvoline Instant Oil Change Service Station located at 11333 Olive Boulevard. Final Reading and Passage**



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Summary: Jason Coil, Area Manager for Valvoline Instant Oil Change, submitted a request to amend Ordinance #1694 to allow for hours of operation on Sunday from 9:00 a.m. to 5:00 p.m. P&Z Commission recommended Sunday hours of operation from 10:00 a.m. to 5:00 p.m., among other changes to the Conditional Use Permit. The original conditional use permit ordinance #1074, was approved by the City Council on September 10, 1984, and amended on July 26, 1993 (ordinance #1594) and on March 13, 1995 (ordinance #1694), to allow for an automobile service station. Deferred at the November 28, 2011 meeting to allow Council to hear from the adjoining property owner.

4. **Bill No. 5350 - A Request To Reconsider And Repeal Ordinance #5228 And Enact A New Ordinance Amending Chapter 405, The Zoning Ordinance, Of The Code Of Ordinances Of The City Of Creve Coeur, Missouri, By Adding Motor Vehicle Dealers, New And Used, And Used Only, As A Conditional Use In “LI” Light Industrial Zoning District, And Establishing Conditions For Such Use. Final Reading and Passage**

Summary: On November 14, 2011, the City Council voted to reconsider Ordinance #5228 that was approved at their prior meeting on October 24, 2011. The ordinance will allow Motor Vehicle Dealers, New And Used, And Used Only, as a Conditional Use in “LI” Light Industrial Zoning District.

5. **Bill No. 5354 - An Ordinance Waiving The Gross Receipts Tax On Ameren’s Sale Of “Pure Power” And Any Similar Programs. Final Reading and Passage**

Summary: Residents and businesses that purchase renewable energy credits through Ameren's PurePower program pay a surcharge imposed by Ameren to recover gross receipts utility taxes on such PurePower purchases. This ordinance would exempt the additional cost of PurePower purchases from the tax so that residents and businesses that purchase PurePower certificates would pay the same amount of tax surcharges that they otherwise would if they did not purchase PurePower certificates. Ameren has requested an amendment to postpone the effective date of the ordinance to January 1, 2012.

6. **Resolution No. 969 - A Resolution Authorizing The City To Become An Environmental Protection Agency (EPA) Green Power Partner And To Initiate An EPA Green Power Community (GPC) Challenge In The City Of Creve Coeur.**

Summary: The City is considering whether or not to pursue becoming an EPA Green Power Partner by purchasing wind power Renewable Energy Credits to



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offset 10% of its electric use and to initiate an EPA Green Power Community Challenge to encourage businesses and residents to support renewable energy.

NEW BUSINESS

- 7. Bill No. 5355 - An Ordinance Of The City Council Of The City Of Creve Coeur, Missouri, Amending Chapter 205 Of The Municipal Code Pertaining To Animals And Fowl To Allow Chicken Hens To Be Kept Within City Limits. First Reading**

Summary: The Municipal Code currently prohibits chickens from being kept within city limits. The proposed ordinance will allow chicken hens to be kept by residents for non-commercial and non-breeding purposes under certain restrictions.

- 8. Resolution No. 988 - A Resolution Approving the Fiscal Year 2012 Contribution to the Employee Pension Fund in the Amount of \$1,389,538.**

Summary: A resolution to approve the FY12 contribution to the Employee Pension Fund.

- 9. Resolution No. 989 - A Resolution Authorizing Maximum Annual Payments To Retire Bonds Issued By The Olive/Graeser Transportation Development District In Order To Reduce Total City Payments On Such Bonds.**

Summary: Under the Olive-Graeser TDD agreement, the city pledged to pay up to \$55,000 per year for up to 40 years to help retire the bonds to be issued by the OGTDD for certain road improvements. The proposed resolution will clarify that the city will commit the maximum amount to retire the bonds, thereby allowing the city to reduce its total payments over the life of the OGTDD bonds.

APPOINTMENTS

- 10.Appointment to Climate Action Task Force**

Summary: Nominating Committee is recommending an appointment to fill a single vacancy on the Task Force.

- 11.Appointment to Arts Commission**

Summary: Nominating Committee is recommending filling the six vacant seats on the newly formed Arts Commission.



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BUSINESS FROM THE MAYOR and CITY COUNCIL

12. Stormwater Committee Report - Sunswept Gabion Basket Failure

Summary: Stormwater Council Liaison Dr. Bob Hoffman will report on this issue, which is in need of repair. The Council will be asked to support sending a letter to MSD requesting this project be made a priority.

BUSINESS FROM CITY ADMINISTRATOR

13. Commercial Trash Collection Times

Summary: Early morning noise from commercial trash collection has been a recurring problem. Commercial collection is currently allowed to begin at 6:00 AM, which is an hour earlier than in residential areas.

14. Creve Coeur Resident Newsletter Distribution

Summary: The City is preparing for its annual bidding process for printing and handling services of the Creve Coeur Newsletter. An updated mailing list reflects an increase in the print quantity. Staff will review the distributions options for the resident newsletter.

15. Prescription Drug Discount Program for Residents

Summary: The National League of Cities in partnership with CVS Caremark has made a prescription drug discount card program available to residents of participating cities to provide discounts on prescription drugs.

Pursuant to Section 610.022 RSMo., the City Council could, at any time during the meeting, vote to close the public meeting and move to closed session to discuss matters relating to litigation, legal actions and/or communications from the City Attorney as provided under Section 610.021(1) RSMo. and/or personnel matters under Section 610.021(13) RSMo. And/or employee matters under Section 610.021(3) RSMo. and/or real estate matters under Section 610.021(2) or other matters as permitted by Chapter 610.

Posted: _____ posted 12/9/2011
Deborah Ryan, MRCC
City Clerk



**MINUTES
CITY OF CREVE COEUR
CITY COUNCIL MEETING
300 N NEW BALLAS ROAD
Monday, November 28, 2011
7:30 PM**

CALL MEETING TO ORDER

A regular meeting of the City Council of the City of Creve Coeur was called to order by Mayor Dielmann at the Creve Coeur Government Center, 300 N New Ballas Road on Monday, November 28, 2011.

PLEDGE OF ALLEGIANCE

Mayor Dielmann led the Pledge of Allegiance.

INVOCATION

Mayor Dielmann said the invocation.

ROLL CALL

The following members were in attendance:

Mr. Kreuter	Council Member Ward I
Mrs. Kistner	Council Member Ward I
Mrs. Nealey	Council Member Ward II
Mr. Wang	Council Member Ward II
Mr. Hoffman	Council Member Ward III
Mrs. D'Alfonso	Council Member Ward III
Mr. Saunders	Council Member Ward IV

* - Absent: Council Member Rhoades – Ward IV

COMMENTS FROM THE GENERAL PUBLIC

(Citizens are asked to limit comments to three minutes and to complete a speaker card)

Mel Klearman resident of 739 Bergerac Drive requested that Item 15 – TDD Update be moved up in the meeting.

Council allowed.

Mark Perkins stated there isn't much to report on the Olive/Graeser TDD. An RFP was solicited for financing the \$1.25 million dollar bond issue. The Board is currently waiting on some additional information from Stern Brothers regarding their proposal. The deadline is November 30, 2011. Mark Perkins stated he would expect by the first meeting in December there would be more information regarding this issue as the Board has a scheduled meeting in the next couple weeks.

Mark Perkins stated staff continues to work with Ameren to firm up the figures regarding the undergrounding of utility lines for the final Olive TDD project.



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David Caldwell resident of 257 Brooktrail Court stated he would like to make a brief addendum to the prior work session Pension discussion. The Finance Director referred to a camp of people who feels that the smoothing distorts reality and Mr. Caldwell stated he is a full member of that group. The Finance Director mentioned all of the bad things that happened when the fund lost \$4 million in one year but the fund lost \$2 million in one quarter and that loss was since the latest report was prepared. If you were looking at your own 401K you wouldn't be looking at some three year smoothed average which has no meaning in terms of reality. Right now what the fund has is considerably less than the actuarial value that all of these ratios are calculated on. If we don't get some good market performance you are going to eventually end up there and the contribution will increase. Lets not be deluded into some rose colored scenario.

Jill Schupp, State Representative read and presented a Proclamation to the Mayor and City on behalf of the House of Representatives for being a leader in environmental initiatives and the annual electronic recycling drive.

ACCEPTANCE OF AGENDA

Council Member Kistner moved, seconded by Council Member Hoffman to approve the agenda as amended, with the vote upon such motion being as follows, to-wit:

Council Member Kreuter – Aye
Council Member Wang – Aye
Council Member D'Alfonso – Aye
Council Member Nealey – Aye
Council Member Saunders – Aye
Council Member Hoffman – Aye
Council Member Kistner – Aye

The vote on the motion being 7 ayes and 0 nays, motion carried.

ANNOUNCEMENTS

The City Council meets the 2nd and 4th Monday of each month
6:00 p.m. – 7:00 p.m. – Work Session
7:00 p.m. – Regular Meeting of the City Council

1. CONSENT AGENDA

Council Member Kistner moved, seconded by Council Member Hoffman to approve the consent agenda as presented.

- a. Council Minutes dated November 14, 2011.**
- b. Acceptance Of Picnic Table Donation From The Creve Coeur Kiwanis for Laverne Collins Park**



CITY OF CREVE COEUR – AGENDA
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Mayor Dielmann called to question the approval of the consent agenda as presented, with the vote upon such motion being as follows, to-wit:

Council Member Kistner – Aye
Council Member Hoffman – Aye
Council Member Saunders – Aye
Council Member Nealey – Aye
Council Member D'Alfonso – Aye
Council Member Wang – Aye
Council Member Kreuter – Aye

The vote on the motion being 7 ayes and 0 nays, motion carried.

BILLS PAYABLE REPORT

For Information Only

Summary: A report of bills payable dated November 18, 2011 in the amount of \$50,981.93 has been provided for Council review. No vote is required.

UNFINISHED BUSINESS

2. Bill No. 5348 - An Ordinance Repealing Ordinance Numbers 1074, 1594, And 1694, and authorizing the issuance of a new conditional use permit for operation Of A Valvoline Instant Oil Change Service Station located at 11333 Olive Boulevard. Final Reading and Passage

City Clerk read Bill No. 5348 for the final time.

Council Member Kreuter moved, seconded by Council Member Nealey to approve Bill No. 5348.

Linda Rezny resident of 104 Graeser Acres stated she spoke with Ms. Harris, who is the neighbor directly behind Valvoline and Ms. Harris indicated that she has been battling with requests from Valvoline for ten years and feels that when it gets to the Council level that her requests will be heard and granted. Ms. Harris was unable to attend the meeting tonight because she indicated that she was unaware that Council would be voting on it. Linda Rezny stated in reading the ordinance and public hearing transcript she has some suggestions for Council to consider. If someone were to try to sell Ms. Harris' property what would have to be put on the disclosure statement about the situation of direct neighbors using impact wrenches and noise pollution? Linda Rezny stated Ms. Harris indicated that Valvoline was open this Sunday and was confused because she thought that they couldn't be open until this was passed. Linda Rezny requested that Council consider the following questions:

- Can this be done on a temporary basis to see how it effects the contiguous neighbors
- Can the impact wrenches be wired so that they wouldn't work unless the large doors were closed



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- Can the lower door automatically close itself
- Could fines be set up if there was an infraction
- Are there others things that could be put into place to make sure these restrictions work

David Caldwell resident of 257 Brook Trail Court stated he also attended the Planning and Zoning public hearing and meeting regarding this issue. Ms. Harris raised some very valid points. Valvoline has been before the Council three times prior to now requesting Sunday hours and have never been approved. No one has brought this up in the discussion here or at Planning and Zoning and what were the reasons the hours have not been approved previously.

Whitney Kelly, City Planner stated in 1984 the Council approved a CUP for a service station at this location for operating hours of 6 a.m. to midnight seven days a week. In 1993, the Council approved an amendment to the CUP to allow a change to the Valvoline Instant Oil Change with the hours of 8 a.m. to 6 p.m. Monday through Saturday. In 1995, the Council approved additional operating hours from 8 a.m. to 7 p.m. Monday through Friday and 8 a.m. to 6 p.m. on Saturday. Sunday hours were requested at that time but were denied and Valvoline was cited that their landscaping was not in conformance of the Ordinance that was approved in 1993. In 2003, once again they came before the City requesting Sunday hours from 10 a.m. to 5 p.m. but the request was denied at the Planning and Zoning Commission because their landscaping was still out of compliance from the plan approved in 1993. In 2010, Valvoline received approval from Planning and Zoning for façade improvements and new signage to the building. A new ordinance was not needed for this request and the landscaping was not discussed.

Council Member Kistner asked was there any change on how the concerns that were previously expressed would be different now versus then.

Whitney Kelly stated this CUP is requiring that employees take their breaks by the dumpsters which are further away from the residential homes along the back of the property. It also includes that the downstairs door would remain closed so to discourage employees from using that door. Staff has suggested the bay doors remain closed when impact wrenches are being used; however, the building is not air conditioned and keeping the doors closed would be a health hazard to the employees during the summer. So we asked that the bay doors be closed only on Sundays when impact wrenches are being used, otherwise the doors can stay open.

Council Member Kistner asked so the services doors only have to be kept closed when impact wrenches are being used on Sundays.

Whitney Kelly stated yes.

Council Member Nealey asked if there was a sense that the concerns were to do more with the employees or the use of the mechanical tools.



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Whitney Kelly stated from the comments the resident made the concern is more with the employees than the tools. To work on that concern they have requested that employees move their break time to over by the dumpster.

Council Member Kistner asked if we have any direct feedback from the resident that the proposed restrictions would be a solution to her concerns.

Paul Langdon stated in the midst of the discussion as Planning and Zoning Commission was trying to give solutions and as the discussion moved along it was becoming clear that the suggestions were going to be difficult if not impossible to enforce. She was asked if the suggested restrictions would work to solve some of the concerns and her response was it would help but the only answer to the problem would not have any Sunday hours, but something is better than nothing.

Council Member Nealey stated it would be really nice to hear from Ms. Harris directly.

Council Member Hoffman moved, seconded by Council Member Nealey to defer until the next meeting so Ms. Harris can be present for the discussion and be heard from regarding her concerns, with the vote upon such motion being as follows, to-wit:

Council Member Kistner – Aye
Council Member Hoffman – Aye
Council Member Saunders – Aye
Council Member Nealey – Aye
Council Member D'Alfonso – Aye
Council Member Wang – Aye
Council Member Kreuter – Aye

The vote on the motion being 7 ayes and 0 nays, motion carried.

**3. Bill No. 5349 - An Ordinance Amending The Adopted 2011-2012
General Fund And Capital Fund Budgets Of The City Of Creve Coeur
By Authorizing Additional Appropriations And Unappropriations
From Operating Departments. Final Reading and Passage**

City Clerk read Bill No. 5349 for the final time.

Council Member Kistner moved, seconded by Council Member Hoffman to approve Bill No. 5349, with the vote upon such motion being as follows, to-wit:

Council Member Kistner – Aye
Council Member Hoffman – Aye
Council Member Saunders – Aye
Council Member Nealey – Aye
Council Member D'Alfonso – Aye



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Council Member Wang – Aye
Council Member Kreuter – Aye

The vote on the motion being 7 ayes and 0 nays, motion carried. Bill No. 5349 becomes Ordinance No. 5232.

NEW BUSINESS

- 4. Bill No. 5350 - A Request To Reconsider And Repeal Ordinance #5228 And Enact A New Ordinance Amending Chapter 405, The Zoning Ordinance, Of The Code Of Ordinances Of The City Of Creve Coeur, Missouri, By Adding Motor Vehicle Dealers, New And Used, And Used Only, As A Conditional Use In “LI” Light Industrial Zoning District, And Establishing Conditions For Such Use. First Reading**

City Clerk read Bill No. 5350 for the first time.

David Caldwell stated the idea here is to relook at the condition placed on this regarding the requirement of the bay doors remaining closed. This goes back to the previous discussion about unrealistic or unenforceable restrictions in these conditional use permits and that don't serve any useful purpose anyways.

- 5. Bill No. 5351 - An Ordinance Of The City Council Of The City Of Creve Coeur, Missouri Authorizing The Extension Of License For Use Of Right-Of-Way By Edward D. Jones & Co., L.P. First Reading**

City Clerk read Bill No. 5351 for the first time.

- 6. Bill No. 5352 - An Ordinance Of The City Council Of The City Of Creve Coeur, Missouri Authorizing The Extension Of License For Use Of Right-Of-Way By Savvis Communications Corporation. First Reading**

City Clerk read Bill No. 5352 for the first time.

- 7. Bill No. 5353 - An Ordinance Amending Chapter 500, Article II And Article VI Of The Creve Coeur City Building Codes Regarding Fire Sprinklers In One And Two Family Dwellings Or Townhouses. First Reading**

City Clerk read Bill No. 5353 for the first time.

- 8. Bill No. 5354 - An Ordinance Waiving The Gross Receipts Tax On Ameren's Sale Of “Pure Power” And Any Similar Programs. First Reading**

City Clerk read Bill No. 5354 for the first time.



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9. Resolution No. 986 - A Resolution Of The City Council Of The City Of Creve Coeur, Missouri Authorizing The Execution Of A Contract With Horner & Shifrin, Inc. For Engineering Design Services Related To The Development Of The Ladue Road Sidewalk Design, Project Manual, And Approvals From MoDOT For \$28,739.00.

City Clerk read Resolution No. 986.

Council Member Nealey moved, seconded by Council Member Hoffman to approve Resolution No. 986, with the vote upon such motion being as follows, to-wit:

Council Member Kreuter – Aye
Council Member Wang – Aye
Council Member D'Alfonso – Aye
Council Member Nealey – Aye
Council Member Saunders – Aye
Council Member Hoffman – Aye
Council Member Kistner – Aye

The vote on the motion being 7 ayes and 0 nays, motion carried.

10. Resolution No. 987 - A Resolution Adopting a Fund Balance Policy for the City of Creve Coeur.

City Clerk read Resolution No. 987.

Council Member Kistner moved, seconded by Council Member Hoffman to approve Resolution No. 987, with the vote upon such motion being as follows, to-wit:

Council Member Kistner – Aye
Council Member Hoffman – Aye
Council Member Saunders – Aye
Council Member Nealey – Aye
Council Member D'Alfonso – Aye
Council Member Wang – Aye
Council Member Kreuter – Aye

The vote on the motion being 7 ayes and 0 nays, motion carried.

APPOINTMENTS

11. Citizen(s) of the Year 2011

Mayor Dielmann stated Council was provided a list of nominees.

Council Member Kistner moved, seconded by Council Member D'Alfonso to approve candidates 1 and 4 as recommended, with the vote upon such motion being as follows, to-wit:



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Council Member Kistner – Aye
Council Member Hoffman – Aye
Council Member Saunders – Aye
Council Member Nealey – Aye
Council Member D'Alfonso – Aye
Council Member Wang – Aye
Council Member Kreuter – Aye

The vote on the motion being 7 ayes and 0 nays, motion carried.

BUSINESS FROM THE MAYOR and CITY COUNCIL

None

BUSINESS FROM CITY ADMINISTRATOR

12. Sales Tax Sharing in St. Louis County

Mark Perkins stated there was information in the packet from the St. Louis Municipal League that provides a good history of sales tax sharing in St. Louis County. There has been an effort by several municipalities in the St. Louis area to revisit the sharing. Creve Coeur is a point of sale although we have some annexed areas from the 1990's and perhaps the late 80's that are in the pool area. Most of the city is point of sale. Under the current sharing program we share a portion of our 1 cent sales tax revenue with B cities. The higher the per capita revenue for the A city, the higher the percentage of sharing. In our case we are a higher per capita so we are going to share more than other cities. Our percentage of sharing comes out to be about 22 percent sharing per year and varies a little. It is a substantial amount. There are certainly pros and cons on both sides of the issue. There is a sense among some that by the cities being able to retain all of their POS tax it will encourage more retail competition among cities. The bottom line is that this is an issue that has received a lot of attention among all of the cities on what is fair and equitable. Most realize that we have a history of this sharing formula and it is probably not very likely that we are going to completely be a POS county. Although, we are the only county in the state that actually does share revenues among other cities. Another of the elements that are important to consider as well is the Capital Improvement Sales Tax is actually shared about 15 percent with the pool. The quarter cent option sales tax we recently adopted was authorized about 20 years ago for the purpose of cities like us recouping what we were losing through the sharing process. That was the main reason for that tax being created. One of the issues that has come to the table is whether or not that should also be shared. It wouldn't seem right that we share that even though other cities haven't even adopted that tax. Many agree that type of tax shouldn't be shared at all. A big issue that has come up in discussions with the Municipal League is St. Louis County's roll in the pool. St Louis County is a member of the pool and they share in sales tax and essentially bring about \$30 million in sales to the pool but they take \$40 million out. So they are a net drain on the pool of \$10 million. The questions



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have been raised, does the County belong in this pool. Obviously the County is in a financial position that it would be difficult for them to take a \$10 or \$11 million hit in their budget. If we look at this from 30,000 feet and try to see why it is the way it is, that is a question that we keep coming back to. The County is not a municipality yet they share in the pool. Another point that we should touch on and will continue discussing is the County annexation factor. The County established an annexation factor that once a municipality annexed an area of unincorporated area that would be a financial hit to the County and would lose the tax in that area. So essentially, the factor was created so the County could take a little more out of the pool which is currently 2 percent and they are reviewing to see if that is a fair and reasonable amount. Dan Smith is very familiar with the sales tax and he and Mark Perkins agree that it is very complicated for anyone to understand what sales tax we are supposed to be getting month to month. The numbers vary so greatly from month to month and we really have no way of checking to verify that the City is getting what it is supposed to be getting in terms of sales tax. Many municipalities would like to see the formula simplified and also see an annual audit in order to better track to make sure that cities are receiving what they should be. The City of Chesterfield is currently a B city and would like to become an A city and one of the proposals being discussed within this process is to allow cities to go back and forth on a ten year basis. Every census year make a determination whether you would want your city to be all A or all pool. That may be difficult for the County to budget with such a large shift every ten years. There is also discussion about finding a cap for sales tax sharing. Creve Coeur shares in the 22 percent range and some cities share as much as 50 percent. At this time the St. Louis Municipal League is trying to work on a compromise between its member cities and hopefully it can be done while working on some legislation that would make the distribution of sales tax a little more equitable.

Mayor Dielmann stated the whole thing is that any proposal would have to go to the State Legislature and be approved. It is not an easy project.

Mark Perkins stated it is not and hopefully as many cities as possible can agree on what is reasonable proposal.

Council Member Kistner asked Mark Perkins, what are the most salient arguments that have been heard for why pooling is an equitable and necessary other than because it would be too difficult to stop.

Mark Perkins stated some of the inner ring suburbs would argue that land use patterns, development patterns did not yield them adequate commercial development areas. There are some long term geographic development patterns that have affected some of those cities. Mark Perkins stated he thinks that some cities have made conscious decisions at some point along the way about how they were going to develop and isn't sure that excuse really holds water. Mark Perkins stated one of the arguments that has been made and doesn't really think it holds water is looking at St. Louis from a regional standpoint, there are other regions in the State that function just fine on a point of sale basis.



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Council Member Kistner stated and they probably don't have 93 municipalities either.

Mark Perkins stated that is exactly right.

Council Member Kistner stated so basically this enables that structure. The thinking being is that yes, this has to go back to the State Legislature but is there some hope that since this only effects St. Louis municipalities that an agreement among the municipalities would have some weight.

Mark Perkins stated he believes so and feels that the rest of the legislature would not hold it up if there was some consensus. This isn't going to have any cost to the rest of the State. This needs to have some review on occasion and it has been 20 years since there has been a serious review of this sharing formula. There have been a lot of developments that have occurred. One of the arguments some cities have is that they developed under one set of rules and now some want to change the rules. In Creve Coeur's case we were operating under a POS for many years and then the rules changed. Mark Perkins stated coming to St. Louis from two other regions in Kansas City and the Chicago area this was a foreign concept and it took a while to understand and stated it is possible to get a more equitable distribution. It isn't realistic that the City would become an entirely POS but thinks there should be some caps.

Council Member Kistner asked if Mark Perkins feels that there is a reasonable chance that the League is going to come to some agreement.

Mark Perkins stated he doesn't know yet because some cities are pushing for a much greater change.

Council Member Kistner asked if there is anything that the Council should be doing in terms of adopting a position or recommendation.

Mark Perkins stated the Mayor has been very involved in this issue and recommended the Council spend some time reading through all of the materials and getting an understanding of the information to become well versed on both sides of the issue. Over the next 30 to 60 days there may be a slate of issues that are put forward in legislation and as that occurs staff will bring forward to the Council to see what they think.

Carl Lumley stated to Council Member Kistner's question of the arguments in favor of this sharing, the example given in the information provided is that Chesterfield can provide the shopping but the surrounding municipalities have to provide the roads to get to the shopping.

Council Member Wang stated he has attended some of the meetings and the main argument they make is that some communities benefit from major thoroughfares that are maintained by the State and the sharing. Council Member Wang asked Mark Perkins if the A cities have a loose organization to discuss plans to advance this like the B cities have formed.



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Mark Perkins stated yes, there have been some working groups that he and the Mayor have been party to. It has gotten to the point now that the effort is try to determine would there be enough for the A's and B's to agree on and still have something that would be substantive. There is going to be legislation coming forward and the question will be can there be a more unified effort.

Council Member Wang stated previously Mark Perkins that pool sharing was based on capita, but always thought it was a flat, per person.

Mark Perkins stated it is based on the revenue generated in the City. There is a county wide figure but Creve Coeur shares more because we are considered a high A city. For any annexed area, like Ward 4, the county will get a set amount.

Council Member Wang stated this formula is really complicated and is something we need to keep an eye on.

Mayor Dielmann stated the hope was to have some legislation ready to give to the State House before they filed bills but that didn't happen.

13. Review of Deferred Option Retirement Program (DROP)

Mark Perkins stated this was covered under some degree in the work session and this program is due to expire at the end of December. It has been a popular program but we don't know if it has actually served the intent of providing incentive for people to stay. Many of the people who have stayed longer with the City were likely to have stayed anyway. There are a variety of options that the Council could consider with regard to this program as this has always been on somewhat of a short leash. It was originally created for only three years and through the years the time has been extended a few times. It was never made a permanent part of the pension program. Looking forward staff cannot point to a direct benefit. Mark Perkins stated he has not solicited comments from the employees but doesn't feel there is a quantifiable cost to calculate and there is no benefit to the City to continue this program.

Council Member Kistner stated based on what she has heard so far and in conversations of previous years, she would be in favor of letting this program expire.

Mayor Dielmann stated he thinks that is a pretty good idea and asked do we need a motion to allow it to expire.

Mark Perkins stated no we will do nothing and it will just expire.

14. Today in America TV Spotlight

Mark Perkins stated staff received a call from a producer regarding this program. They are looking at communities that are hidden gems as great places to live or work across the country. Mark Perkins stated they did a similar spotlight on Fayetteville AR last year and he has reviewed the five minute piece and it was well done. What they would do is come in and take care of all of



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the production aspects of this. This is a program that would air on CNN and other networks. It would be an opportunity for the City to market itself and the EDC from time to time has actually indicated a desire to have some type of a video produced that would showcase the attributes of the City from an EDC standpoint. This is something that merits some consideration. There is always a catch to anything and there is a cost associated with this program of \$19,800 which offsets the production costs as well as the costs of having the program aired on various networks. Mark Perkins stated staff has verified with Fayetteville AR of their experience with them and they had nothing but positive things to say about it. They paid the same fee that they are charging Creve Coeur. Mark Perkins stated how they chose Creve Coeur is a little unclear. What they claim is that they are going to highlight one community per region for this. This could be an opportunity for us to get some exposure in a positive light and we would have control and approve the content and focus. We would also attempt to go out and obtain some corporate sponsorships for this amount. Mark Perkins stated it is his hope that we could at least raise 30 to 50 percent and would have to do it pretty quickly to make it work. In terms of funding for this project, we do have an EDC fund which has essentially been proceeds from previous financing that the City has been involved with and it has a balance that would cover the full amount but it would hope that we could get a significant portion through donations.

Council Member Kistner stated she doesn't have much knowledge of what it would cost if the City went out on its own and produced something like this but believes it would be a great deal more than what they are going to charge and asked if staff has looked into that at all.

Mark Perkins stated it has been quite a while since staff has looked into that so wouldn't have a good sense of what it would be and we wouldn't have any way to distribute it if the City did hire an independent. One advantage is that after the piece is completed the City would have full rights to it.

Council Member Kistner stated we are getting something worth more than \$20,000 if we do this.

Mayor Dielmann stated the Mayor of Fayetteville stated it probably would have cost them between \$50,000 - \$60,000 to do the same production. A couple of years ago the City spent \$20,000 to do the section in the Business Journal and that was just one section.

Council Member Kistner stated the contract has production occurring 75 – 120 days out of contract signing; the one downside is that this is the middle of the winter and we are not going to look our best in the middle of the winter. Council Member Kistner asked is this a sort of take it or leave it, in the winter or not at all?

Mark Perkins stated that is the concern of his also and would much prefer it would be done in May or June. They indicated that they were looking to do this in that time frame, we are certainly going to try and push it back.

Council Member Kistner stated this is a great opportunity and is very supportive of it.



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Council Member Saunders stated in terms of the corporate sponsorship would the idea be that staff would go out and try to solicit what the interest might be in that prior to committing to that?

Mark Perkins stated yes and under the City's new solicitation policy he wanted to approach some of the major corporations in town as follows:

- Barnes West
- Mercy
- Monsanto
- Isle of Capri
- Koman Group
- SSM
- Desco
- Danforth Science Center

Mark Perkins stated this doesn't mean that staff wouldn't or couldn't come back with a longer list but haven't had much time to sit and consider all of the options as this is a new development just from last week.

Council Member Hoffman moved, seconded by Council Member D'Alfonso to approve staff soliciting the previously mentioned local businesses for possible funding of the \$19,800 cost of the Today in America TV Spotlight, with the vote upon such motion being as follows, to-wit:

Council Member Kistner – Aye
Council Member Hoffman – Aye
Council Member Saunders – Aye
Council Member Nealey – Aye
Council Member D'Alfonso – Aye
Council Member Wang – Aye
Council Member Kreuter – Aye

The vote on the motion being 7 ayes and 0 nays, motion carried.

15. Transportation Development District Update

Item discussed under Comments from the General Public.

16. Second Council meeting in December.

Mark Perkins stated we normally plan to cancel the second regularly scheduled meeting in December and feels that we can complete all items and don't see any pressing issues that would require that second meeting. Council agreed.

Council Member D'Alfonso moved, seconded by Council Member Hoffman to go into Executive Session at 8:40 p.m., pursuant to Section 610.021, to discuss contract negotiation, litigation, personnel and attorney-client matters, with the vote upon such motion being as follows, to-wit:



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Council Member Kistner - Aye
Council Member Hoffman – Aye
Council Member Saunders – Aye
Council Member Nealey – Aye
Council Member D’Alfonso - Aye
Council Member Wang – Aye
Council Member Kreuter – Aye

The vote on the motion being 7 ayes and 0 nays, motion carried.

Council Member Kistner moved, seconded by Council Members D’Alfonso to adjourn Executive Session and return to regular session at 8:49 p.m., with the vote upon such motion being as follows, to-wit:

Council Member Kreuter – Aye
Council Member Wang – Aye
Council Member D’Alfonso – Aye
Council Member Nealey – Aye
Council Member Saunders – Aye
Council Member Hoffman – Aye
Council Member Kistner – Aye

The vote on the motion being 7 ayes and 0 nays, motion carried.

Council Member Kreuter moved, seconded by Council Member Saunders to adjourn at 8:55 p.m., with the vote upon such motion being as follows, to-wit:

Council Member Kistner – Aye
Council Member Hoffman – Aye
Council Member Saunders – Aye
Council Member Nealey – Aye
Council Member D’Alfonso – Aye
Council Member Wang – Aye
Council Member Kreuter – Aye

The vote on the motion being 7 ayes and 0 nays, motion carried.

Deborah Ryan
City Clerk

Harold Dielmann
Mayor

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CREVE COEUR, MISSOURI
AUTHORIZING THE EXTENSION OF LICENSE FOR USE OF RIGHT-OF-WAY BY EDWARD
D. JONES & CO., L.P.**

WHEREAS, the City of Creve Coeur and Edward D. Jones & Co., L.P. currently have in effect a license for use of right-of-way which was approved by Ordinance No. 1779 and amended by Ordinance No. 4052, which license agreement expires on December 31, 2011; and

WHEREAS, the City of Creve Coeur and Edward D. Jones & Co., L.P. hereby desire to extend that certain license agreement regarding use of right-of-way; and

WHEREAS, the City Council has determined that it is proper to enter into an Extension Agreement with Edward D. Jones & Co., L.P. regarding that certain license for use of right-of-way in the form attached hereto as "Exhibit A",

**NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF
CREVE COEUR, AS FOLLOWS:**

Section 1: The Extension Agreement between the City and Edward D. Jones & Co., L.P. regarding use of right-of-way attached hereto as Exhibit A is hereby approved and the City Administrator is authorized to execute same on behalf of the City and the City Clerk is authorized and directed to attest thereto. The Agreement as executed shall be in substantially the form of Exhibit A, with such changes therein as shall be approved by the officers of the City executing same, consistent with the provisions and intent of this Ordinance and necessary, desirable, convenient or proper in order to carry out the matters herein authorized. The City Administrator and his designated representatives are hereby authorized and directed to take any and all actions necessary, desirable, convenient or proper in order to carry out the intent of this Ordinance, the matters herein authorized, and the rights and duties of the City under the Agreement.

Adopted this _ day of _____ 2011.

TARA NEALEY
PRESIDENT OF CITY COUNCIL

APPROVED THIS ____ DAY OF _____, 2011.

HAROLD DIELMANN
MAYOR

ATTEST:

DEBORAH RYAN, MPCC
CITY CLERK

EXTENSION AGREEMENT

EXTENSION made on the _____ day of _____, 2011, by and between the City of Creve Coeur (hereinafter "City"), and Edward D. Jones & Co., L.P. (hereinafter "Licensee").

WHEREAS, City and Licensee entered into that certain license for use of right-of-way approved by Ordinance No. 1779 and amended by Ordinance No. 4052, which license agreement expires December 31, 2011; and

WHEREAS, the City and Licensee desire to extend that license for an additional period of five years;

NOW, THEREFORE, in consideration of the mutual covenants herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto covenant and agree as follows:

1. The license shall be extended for a five-year period ending December 31, 2016.
2. Except as expressly modified by this Extension, the license between the parties as previously amended shall remain in full force and effect.
3. The parties and individual signatories hereby warrant and represent they have the authority to enter into this Amendment.
4. This Amendment may be executed in counterparts, to be effective on the date that the last signature herein below required is affixed.

City of Creve Coeur, Missouri

Edward D. Jones & Co., L.P.

By: _____
Mark Perkins, City Administrator

By: _____

Name: _____

ATTEST:

Title: _____

Deborah Ryan, City Clerk

ATTEST:

By: _____

Name: _____

Title: Secretary

BILL No 5352

ORDINANCE No _____

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CREVE COEUR, MISSOURI
AUTHORIZING THE EXTENSION OF LICENSE FOR USE OF RIGHT-OF-WAY BY SAVVIS
COMMUNICATIONS CORPORATION.**

WHEREAS, the City of Creve Coeur and Savvis Communications Corporation currently have in effect a license for use of right-of-way which was approved by Ordinance No. 2072 and amended by Ordinance No. 4051, which license agreement expires on March 31, 2012, and

WHEREAS, the City of Creve Coeur and Savvis Communications Corporation hereby desire to extend that certain license agreement regarding use of right-of-way; and

WHEREAS, the City Council has determined that it is proper to enter into an Extension Agreement with Savvis Communications Corporation regarding that certain license for use of right-of-way in the form attached hereto as "Exhibit A",

**NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF
CREVE COEUR, AS FOLLOWS:**

Section 1: The Extension Agreement between the City and Savvis Communications Corporation regarding use of right-of-way attached hereto as Exhibit A is hereby approved and the City Administrator is authorized to execute same on behalf of the City and the City Clerk is authorized and directed to attest thereto. The Agreement as executed shall be in substantially the form of Exhibit A, with such changes therein as shall be approved by the officers of the City executing same, consistent with the provisions and intent of this Ordinance and necessary, desirable, convenient or proper in order to carry out the matters herein authorized. The City Administrator and his designated representatives are hereby authorized and directed to take any and all actions necessary, desirable, convenient or proper in order to carry out the intent of this Ordinance, the matters herein authorized, and the rights and duties of the City under the Agreement.

Adopted this _ day of _____, 2011.

TARA NEALEY
PRESIDENT OF CITY COUNCIL

APPROVED THIS ____ DAY OF _____, 2011.

HAROLD DIELMANN
MAYOR

ATTEST:

DEBORAH RYAN, MPCC
CITY CLERK

EXTENSION AGREEMENT

EXTENSION made on the _____ day of _____, 2011, by and between the City of Creve Coeur (hereinafter "City"), and Savvis Communications Corporation (hereinafter "Licensee").

WHEREAS, City and Licensee entered into that certain license for use of right-of-way approved by Ordinance No. 2072 and amended by Ordinance No. 4051, which license agreement expires March 31, 2012; and

WHEREAS, the City and Licensee desire to extend that license for an additional period of five years;

NOW, THEREFORE, in consideration of the mutual covenants herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto covenant and agree as follows:

1. The license shall be extended for a five-year period ending March 31, 2017.
2. Except as expressly modified by this Extension, the license between the parties as previously amended shall remain in full force and effect.
3. The parties and individual signatories hereby warrant and represent they have the authority to enter into this Amendment.
4. This Amendment may be executed in counterparts, to be effective on the date that the last signature herein below required is affixed.

City of Creve Coeur, Missouri

By: _____
Mark Perkins, City Administrator

ATTEST:

Deborah Ryan, City Clerk

Savvis Communications Corporation

By: _____

Name: _____

Title: _____

ATTEST:

By: _____

Name: _____

Title: Secretary

AN ORDINANCE AMENDING CHAPTER 500 ARTICLE II AND ARTICLE VI OF THE CREVE COEUR CITY CODE RELATING TO SPRINKLERS IN RESIDENTIAL STRUCTURES.

WHEREAS, Chapter 500 Article II of the City Code of Ordinances establishes provisions concerning the Building Code; and

WHEREAS, Chapter 500 Article VI of the City Code of Ordinances establishes provisions concerning the Residential Code for One and Two Family Dwellings; and

WHEREAS, the Missouri General Assembly amended Sec. 67.281, RSMo, regulating the offering of sprinklers in new residential structures in the state via the enactment of SS#2, SCS, HB 103, effective August 28, 2009; and the City incorporated those provisions into the Code by enacting Ordinance 5110; and

WHEREAS, the Missouri General Assembly revised those regulations via the enactment of SCS SB 108 effective August 28, 2011; and

WHEREAS, the City of Creve Coeur has determined that it is necessary and proper to revise Chapter 500, Article II and Article VI in order to bring them into conformity with the state law; and

WHEREAS, a copy of this ordinance has been made available for public inspection prior to its adoption by the City Council and this bill having been read by title in open meeting two times before final passage,

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF CREVE COEUR, MISSOURI, AS FOLLOWS:

SECTION 1. Chapter 500, Article II, Sec. 500.040. *Chapter 1 - Administration* is hereby amended by revising 106.1.1.2 as follows:

106.1.1.2 An application for permit for a one or two family dwelling or residence or townhouse shall be accompanied by ***the city's RESIDENTIAL FIRE SPRINKLER OPTION FORM*** signed by the builder and the purchaser affirming that a fire sprinkler system was offered to the purchaser prior to entering into the purchase contract in conformance with section 903.1 of this code. ***If there is no purchaser at the time of the permit application submittal, then said signed FORM shall be submitted as soon as there is a purchaser and prior to the issuance of a certificate of occupancy for the new residence.*** The provisions of this section shall expire on December 31, 2019.

SECTION 2. Chapter 500, Article II, Sec. 500.120. *Chapter 9 – Fire Protection Systems* is hereby amended by revising subparagraph 903.1 as follows:

903.1 ***General.*** Automatic sprinkler systems shall comply with this section. Notwithstanding the provisions of the Building Code and International Building Code, as amended and adopted by the City of Creve Coeur, Missouri, a builder of one or two family dwellings or residences or townhouses shall offer to any purchaser on or before the time of entering into the purchase contract the option, at the purchaser's cost, to install or equip fire sprinklers in the dwelling, residence, or townhouse. Notwithstanding any other provision of law to the contrary, no purchaser of such a dwelling, residence, or townhouse shall be denied the

right to choose or decline to install a fire sprinkler system in such dwelling or residence or townhouse being purchased. The provisions of this section shall expire on December 31, 2019.

SECTION 3. Chapter 500, Article VI, Sec. 500.450. *Chapter 1 – Administration* is hereby amended by revising subparagraph R106.1.1.2 as follows:

R106.1.1.2 An application for permit for a one or two family dwelling or residence or townhouse shall be accompanied by ***the city's RESIDENTIAL FIRE SPRINKLER OPTION FORM*** signed by the builder and the purchaser affirming that a fire sprinkler system was offered to the purchaser prior to entering into the purchase contract in conformance with section R324.1 of this code. ***If there is no purchaser at the time of the permit application submittal, then said signed FORM shall be submitted as soon as there is a purchaser and prior to the issuance of a certificate of occupancy for the new residence.*** The provisions of this section will expire on December 31, 2019.

SECTION 4. Chapter 500, Article VI, Sec. 500.470. *Chapter 3 – Building Planning* is hereby amended by revising subparagraph R324.1 as follows:

R324.1 *Sprinklers in Residential Structures.* Notwithstanding the provisions of the Building Code and International Residential Code, as amended and adopted by the City of Creve Coeur, Missouri, a builder of one or two family dwellings or residences or townhouses shall offer to any purchaser on or before the time of entering into the purchase contract the option, at the purchaser's cost, to install or equip fire sprinklers in the dwelling, residence, or townhouse. Notwithstanding any other provision of law to the contrary, no purchaser of such a dwelling, residence, or townhouse shall be denied the right to choose or decline to install a fire sprinkler system in such dwelling or residence being purchased. The provisions of this section shall expire on December 31, 2019.

SECTION 5. This Ordinance shall become effective pursuant to the provisions of Section 3.11(g) of the Charter.

ADOPTED BY THE CITY COUNCIL THIS _____ DAY OF _____, 2011.

Tara Nealey, President City Council

APPROVED THIS _____ DAY OF _____, 2011.

Harold L. Dielmann
Mayor

Attest:

Deborah Ryan
City Clerk

**CITY OF CREVE COEUR
BUILDING DIVISION**

MEMORANDUM

TO: Mark Perkins, City Administrator

CC: Paul Langdon, Director of Community Development

FROM: Steve Unser, Chief Building Official

DATE: November 22, 2011

RE: Revision to City Ordinance No. 5110 regarding Residential Fire Sprinklers in New Homes.

On August 28, 2009, a Missouri state law went into effect that required all home builders to offer any purchasers the option of installing residential fire sprinklers in new dwellings. This fire sprinkler option is required to be offered on or before the time of entering into the purchase contract for the new dwelling.

City Ordinance No. 5110 was passed on 10/26/2009 that gave the city the authority to ensure this state law is being followed by home builders of new dwellings within the City of Creve Coeur.

This state law and city ordinance expire on 12/31/2011.

On August 28, 2011, a new state law went into effect that changes the expiration date of the original state law from 12/31/2011 to 12/31/2019. The proposed city ordinance will also change the expiration date of the original city ordinance (Ordinance No. 5110) from 12/31/2011 to 12/31/2019.

The "Creve Coeur Residential Fire Sprinkler Option Form" referenced in the proposed ordinance is already in use per Ordinance No. 5110. Home builders and purchasers of new homes built in Creve Coeur are required to complete and sign this form prior to the building permits being issued for the construction of these new homes OR prior to the issuance of these certificates of occupancy. (See attached Exhibit A)



BP# _____

Residential Fire Sprinkler Option Form

Congratulations on the purchase of your new home!

EXHIBIT A

In accordance with City Ordinance 5110 the builder and purchaser of a new home shall complete and sign this form prior to a building permit being issued OR prior to a Certificate of Occupancy being issued for a new home.

Please submit a completed copy of this form along with your building permit application.

1. Was the option of installing a fire sprinkler system offered to you by the builder or builder's representative ? Yes No
2. Were you given the brochure "Consumer Information on Residential Fire Sprinkler Systems" ? Yes No
3. Did you choose to purchase a residential fire sprinkler system for your new home ? Yes No
If not, what was the reason for decision ? [Cost, Accidental Discharge Concerns, Not necessary, Uncertainty]
4. Type of home purchased: [Single Story, Basement, Two-Story, Townhome, Other _____]
5. Quoted Price of Fire Sprinkler System _____
6. Size of home in livable sq/ft: _____
7. Home was constructed for: [Specific Customer Inventory / Spec Home]
8. Location/Address: _____
9. Have you ever seen a residential fire sprinkler demonstration ? Yes No
10. Do you understand that only the sprinkler heads above the fire will open ? Yes No

Purchaser Name (printed) _____

Date _____

Purchaser Signature _____

Building Company Agent Signature _____

Information of the individual buyers will be kept confidential and shared only with any government agencies which request permission to see the names. Under no circumstances will copies of the names and addresses be provided to anyone for solicitation purposes.

HOME FIRE SPRINKLER INFORMATION

- ✓ When a residential fire occurs the average fire and water damage loss for a sprinklered home is \$2166.00 as compared to \$45,019.00 for a non-sprinklered home.
- ✓ During the year 2008 a residential fire occurred every 78 seconds, nationwide.
- ✓ A residential fire can become deadly in as little as 3 minutes.
- ✓ FEMA, U.S. Homeland Security and the U.S. Fire Administration are all in support of home fire sprinkler systems. Fire sprinklers save lives and reduce property damage.
- ✓ A sprinklered home can result in insurance savings as well as an enhanced property value.
- ✓ Residential sprinkler systems are considered to be a "green construction" technique as it will result in less replacement materials being required and much less water used to extinguish the fire.

(REFERENCES AND SOURCES AVAILABLE UPON REQUEST)



City of Creve Coeur
300 N. New Ballas Road
Creve Coeur, Missouri 63141
(314) 432-6000
www.creve-coeur.org

DATE: December 7, 2011

TO: Mark Perkins, City Administrator

FROM: Daniel Smith, Director of Finance

SUBJECT: Bills Payable

For your information and transmittal to the City Council, is a list of bills payable dated December 7, 2011 in the amount of \$1,246,183.18



CITY OF CREVE COEUR
ACCOUNTS PAYABLE LISTING

12/7/2011

NO DEPT - NO DIV

Vendor Number	Address Number	Purchase Order	Invoice Number	Invoice Date	Vendor Name	Description	GL Account	Invoice Amount
01575	0	P001336	110111	01-Nov-11	AMERICAN VETERAN PAINTING	PAINTING OF NUMEROUS AREAS WIT	01-00-00-2410	4,360.00
00080	0		5624119	01-Dec-11	DIERBERGS	6 BOXES OF BAKING SODA	01-00-00-2410	4.68
00066	1		198855	03-Nov-11	FROESEL OIL	DIESEL FUEL	01-00-00-1653	7,327.00
01562	0	P001323	111853	22-Nov-11	INDUSTRIAL SHELVING SYSTEMS	WIRE PARTITION TO BE CONSTRUCT	01-00-00-2410	2,657.00
00479	0		1728	23-Nov-11	MISSOURI POLICE CHIEF ASSOCIATION	LEADERSHIP ADAPT REGIST FEES	01-00-00-2414	200.00
00479	0		1729	23-Nov-11	MISSOURI POLICE CHIEF ASSOCIATION	CIVIL & RISK MANAGMT REG FEES	01-00-00-2414	150.00
Sum of Invoices								14,698.68



CITY OF CREVE COEUR
ACCOUNTS PAYABLE LISTING

12/7/2011

LEGISLATIVE

Vendor Number	Address Number	Purchase Order	Invoice Number	Invoice Date	Vendor Name	Description	GL Account	Invoice Amount
01508	0		16352	30-Nov-11	NATIONAL ASSOCIATION OF PARLIAMENTARIANS	2012 DUES	01-11-13-6262	87.00
01000	0		111011	10-Nov-11	SULLIVAN PUBLICATIONS	SUPP #7/QUICKCODE UPDATE	01-11-13-6203	1,356.00
00340	1		1248 GF	30-Nov-11	SLAIT	2ND HALF FY12 WC PREMIUMS	01-11-12-5243	48.35
00340	1		1248 GF	30-Nov-11	SLAIT	2ND HALF FY12 WC PREMIUMS	01-11-13-5243	63.88
Sum of Invoices								1,555.23



**CITY OF CREVE COEUR
ACCOUNTS PAYABLE LISTING**

12/7/2011

Administration

Vendor Number	Address Number	Purchase Order	Invoice Number	Invoice Date	Vendor Name	Description	GL Account	Invoice Amount
01447	0	P001270	18268	28-Nov-11	DIVERSIFIED PRINTING INC	NEWS LETTER PRINTING	01-12-11-6203	988.00
00304	0		111711	17-Nov-11	SLACMA	NOV LUNCH MEETING	01-12-11-6264	12.00
00340	1		1248 GF	30-Nov-11	SLAIT	2ND HALF FY12 WC PREMIUMS	01-12-11-5243	348.67
Sum of Invoices								1,348.67



CITY OF CREVE COEUR
ACCOUNTS PAYABLE LISTING

12/7/2011

IT

Vendor Number	Address Number	Purchase Order	Invoice Number	Invoice Date	Vendor Name	Description	GL Account	Invoice Amount
00073	0	P001337	B568875	22-Nov-11	CDW-G	CANON HF S30 CAF-5127B001 CAMC	01-12-51-7331	879.47
00045	1		1413873182	21-Nov-11	OFFICE DEPOT	RJ45 INLINE COUPLERS (3)	01-12-51-6213	26.97
01580	0		0058716259	08-Nov-11	PC WORLD	SUBSCRIPTION FEE	01-12-51-6213	24.97
00077	0		39313813	21-Nov-11	QUILL	REPLACEMNT KEYBOARD/MOUSE	01-12-51-6213	107.99
00050	0		INV0019577.	15-Nov-11	REJIS	PIX FIREWAL MAINTENANCE	01-12-51-6213	21.24
00340	1		1248 GF	30-Nov-11	SLAIT	2ND HALF FY12 WC PREMIUMS	01-12-51-5243	129.09
<i>Sum of Invoices</i>								<u>1,189.73</u>



CITY OF CREVE COEUR
ACCOUNTS PAYABLE LISTING

12/7/2011

Finance

Vendor Number	Address Number	Purchase Order	Invoice Number	Invoice Date	Vendor Name	Description	GL Account	Invoice Amount
00016	0		111511	15-Nov-11	COLLECTOR OF REVENUE	SALES TAX RPT-NOV 2011	01-13-11-6202	40.00
00239	6		2011-2012	07-Dec-11	GFOA OF MISSOURI	MOGFOA DUES-D SMITH	01-13-11-6262	50.00
00021	0		113011	30-Nov-11	GOEWERT, LINDA	NOV 2011 MILEAGE	01-13-11-7307	20.87
00041	0	P001245	113011	30-Nov-11	MUNI FINANCIAL	SVCS PROVIDED 10/8 TO 10/17/11	01-13-11-6202	1,040.00
00309	0		10593	01-Dec-11	ST LOUIS AREA MAPS, INC.	STREET MAPS	01-13-11-6261	17.95
00340	1		1248 GF	30-Nov-11	SLAIT	2ND HALF FY12 WC PREMIUMS	01-13-11-5243	302.09
Sum of Invoices								1,470.91



CITY OF CREVE COEUR
ACCOUNTS PAYABLE LISTING

12/7/2011

MUNICIPAL COURT

Vendor Number	Address Number	Purchase Order	Invoice Number	Invoice Date	Vendor Name	Description	GL Account	Invoice Amount
00005	0		1653500	22-Nov-11	AMERICAN STAMP	STAMP PAD	01-13-14-7304	14.58
00050	0		INV0019576	15-Nov-11	REJIS	NOV 2011 COMPUTER FEES	01-13-14-6202	2,269.56
00340	1		1248 GF	30-Nov-11	SLAIT	2ND HALF FY12 WC PREMIUMS	01-13-14-5243	236.88
Sum of Invoices								2,521.02



CITY OF CREVE COEUR
ACCOUNTS PAYABLE LISTING

12/7/2011

INTERDEPARTMENTAL

Vendor Number	Address Number	Purchase Order	Invoice Number	Invoice Date	Vendor Name	Description	GL Account	Invoice Amount
00014	1	P001272	021516 12/11	06-Nov-11	CHARTER COMMUNICATIONS	12 MONTHS GARAGE TV SERVICE	01-13-15-6255	62.00
00080	0		6026-180	17-Nov-11	DIERBERGS	FOOD ITEMS FOR EMP WELLNESS	01-13-15-6272	14.44
01484	0		253598-0	30-Nov-11	OFFICE SOURCE, INC.	CALCULATOR	01-13-15-7312	108.62
00118	0	P001293	14030	17-Nov-11	OLD STYLE BODY COMPANY	REPAIR CAR 2411 DAMAGED IN	01-13-15-6220	6,215.46
00077	0		8201039	21-Nov-11	QUILL	DESKTOP SORTER	01-13-15-7312	23.84
00116	0		7035	02-Dec-11	SAM'S CLUB	CANDY - EMP LUNCHEON	01-13-15-6272	92.98
00340	1		1248 LI	30-May-09	SLAIT	2ND HALF FY 12 LIABILITY INS PREMIUM	01-13-15-6220	39,474.00
01169	0		111292637	22-Nov-11	STAPLES ADVANTAGE	BULLETIN BOARD-COURT	01-13-15-7312	179.68
01169	0		111230259	16-Nov-11	STAPLES ADVANTAGE	LETTER TRAYS, DIVIDERS	01-13-15-7312	34.77
01169	0		111192651	14-Nov-11	STAPLES ADVANTAGE	LAMINATE POUCHES, LABELS	01-13-15-7312	58.76
01169	0		111192410	14-Nov-11	STAPLES ADVANTAGE	CALENDARS	01-13-15-7312	31.84
Sum of Invoices								46,296.39



CITY OF CREVE COEUR
ACCOUNTS PAYABLE LISTING

12/7/2011

COMMUNITY SERVICES

Vendor Number	Address Number	Purchase Order	Invoice Number	Invoice Date	Vendor Name	Description	GL Account	Invoice Amount
00340	1		1248 GF	30-Nov-11	SLAIT	2ND HALF FY12 WC PREMIUMS	01-14-11-5243	37.26
Sum of Invoices								37.26



CITY OF CREVE COEUR
ACCOUNTS PAYABLE LISTING

12/7/2011

ICE ARENA

Vendor Number	Address Number	Purchase Order	Invoice Number	Invoice Date	Vendor Name	Description	GL Account	Invoice Amount
01550	0		452-4042204	22-Nov-11	ARAMARK UNIFORM SERVICES	CLEANING SUPPLIES (112211)	06-14-31-7301	0.80
01550	0		452-4068386	29-Nov-11	ARAMARK UNIFORM SERVICES	CLEANING SUPPLIES (112911)	06-14-31-7301	0.80
01550	0		452-4042204	22-Nov-11	ARAMARK UNIFORM SERVICES	UNIFORMS (112211)	06-14-31-7308	3.60
01550	0		452-4068386	29-Nov-11	ARAMARK UNIFORM SERVICES	UNIFORMS (112911)	06-14-31-7308	3.60
00080	0		394-117-5	03-Dec-11	DIERBERGS	BIRTHDAY CAKE	06-14-31-7304	21.99
00080	0		966-110-5	26-Nov-11	DIERBERGS	BIRTHDAY PARTY CAKE	06-14-31-7304	21.99
00082	0		0505212	22-Nov-11	METROLIFT PROPANE	PROPANE FOR OLYMPIA	06-14-31-7307	151.32
00340	1		1248	30-Nov-11	SLAIT	2ND HALF FY12 WC PREMIUMS	06-14-31-5243	3,275.11
Sum of Invoices								3,479.21



CITY OF CREVE COEUR
ACCOUNTS PAYABLE LISTING

12/7/2011

GOLF MAINTENANCE

Vendor Number	Address Number	Purchase Order	Invoice Number	Invoice Date	Vendor Name	Description	GL Account	Invoice Amount
00008	1		4486474	07-Nov-11	BEARING HEADQUARTERS	WHEEL BEARING FOR YAMAHA CART	06-14-32-6210	41.54
00010	0		896702	17-Nov-11	BRANNEKY HARDWARE	LEAF RAKES FOR COURSE CLEAN UP	06-14-32-7302	83.94
00141	0		107012	15-Nov-11	ELECTRO BATTERY	BATTERY FOR WORKMAN TRUCK	06-14-32-6210	101.87
00023	1		223304	03-Nov-11	FRED WEBER, INC	STONE FOR COURSE DRAINAGE	06-14-32-6212	73.80
00081	1		9685852924	14-Nov-11	GRAINGER	IGNITION SWITCH	06-14-32-6210	7.48
00340	1		1248	30-Nov-11	SLAIT	2ND HALF FY12 WC PREMIUMS	06-14-32-5243	889.42
Sum of Invoices								1,198.05



CITY OF CREVE COEUR
ACCOUNTS PAYABLE LISTING

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PRO SHOP

Vendor Number	Address Number	Purchase Order	Invoice Number	Invoice Date	Vendor Name	Description	GL Account	Invoice Amount
01140	0		54787	14-Nov-11	ARCHWAY BOWLING & TROPHY	TOURNAMENT SUPPLIES	06-14-33-7304	144.00
00119	1		0044369	18-Nov-11	TITLEIST	SPECIAL ORDER MUNSCH/RESALE	06-14-33-8324	22.00
00340	1		1248	30-Nov-11	SLAIT	2ND HALF FY12 WC PREMIUMS	06-14-33-5243	583.78
Sum of Invoices								749.78



CITY OF CREVE COEUR
ACCOUNTS PAYABLE LISTING

12/7/2011

SNACK BAR

Vendor Number	Address Number	Purchase Order	Invoice Number	Invoice Date	Vendor Name	Description	GL Account	Invoice Amount	
01550	0		452-4042204	22-Nov-11	ARAMARK UNIFORM SERVICES	WIPING TOWELS (112211)	06-14-34-7301	2.50	
01550	0		452-4068386	29-Nov-11	ARAMARK UNIFORM SERVICES	WIPING TOWELS (112911)	06-14-34-7301	2.50	
00084	2		3808165215	04-Oct-11	COCA-COLA	SODA FOR RESALE	06-14-34-8317	33.60	
00084	0	P001230	3808204716	15-Nov-11	COCA-COLA	DRINKS FOR RESALE (8317)	06-14-34-8317	459.36	
01072	0		666401	22-Nov-11	C.R. FRANK POPCORN AND SUPPLY	MISCELLANEOUS SUPPLIES	06-14-34-8321	32.35	
00340	1		1248	30-Nov-11	SLAIT	2ND HALF FY12 WC PREMIUMS	06-14-34-5243	82.95	
Sum of Invoices									613.26



**CITY OF CREVE COEUR
ACCOUNTS PAYABLE LISTING**

12/7/2011

BUILDING MAINTENANCE

Vendor Number	Address Number	Purchase Order	Invoice Number	Invoice Date	Vendor Name	Description	GL Account	Invoice Amount
00004	0		91981	28-Oct-11	AA KEY & LOCK SERVICE	KNOBSET/DEADBOLTS	01-16-11-6212	149.00
01295	0		111-1913	24-Oct-11	ALL TYPE COMPRESSOR	CH COMPRESSOR REPAIR	01-16-11-6211	348.75
01550	0		452-4042203	22-Nov-11	ARAMARK UNIFORM SERVICES	UNIFORM RENTAL (11/22)	01-16-11-7308	7.20
01550	0		452-4015510	15-Nov-11	ARAMARK UNIFORM SERVICES	UNIFORM RENTAL (11/15)	01-16-11-7308	7.20
01550	0		452-3989341	08-Nov-11	ARAMARK UNIFORM SERVICES	UNIFORM RENTAL (11/08)	01-16-11-7308	7.20
01550	0		4524068885	29-Nov-11	ARAMARK UNIFORM SERVICES	UNIFORM RENTAL (11/29)	01-16-11-7308	7.20
00088	0		108211	09-Nov-11	ARCHWAY LIGHTING SUPPLY, INC.	LIGHT FOR CH	01-16-11-6212	131.40
00088	0		108318	14-Nov-11	ARCHWAY LIGHTING SUPPLY, INC.	LIGHTS FOR CH	01-16-11-6212	131.40
00088	0		108213	09-Nov-11	ARCHWAY LIGHTING SUPPLY, INC.	LIGHTS FOR CH	01-16-11-6212	134.72
00102	0		716889	10-Nov-11	BEYERS LUMBER	TOGGLE BOLTS	01-16-11-6212	5.50
00010	0		896910	21-Nov-11	BRANNEKY HARDWARE	PLEXI GLASS FOR CH	01-16-11-6212	37.81
00141	0		107256	21-Nov-11	ELECTRO BATTERY	AUTO SCRUBBER BATTERIES	01-16-11-6211	274.82
00141	0		107257	21-Nov-11	ELECTRO BATTERY	JUNK BATTERY REFUND	01-16-11-6211	(30.00)
00505	1		6972149	03-Nov-11	HILLYARD	CLEANER FOR CH	01-16-11-7301	149.14
00505	1		600020727	22-Nov-11	HILLYARD	STRIPPERS FOR CH FLOORS	01-16-11-7301	233.98
01292	0		029857703.	05-Aug-11	HOLT ELECTRICAL SUPPLIES	RESTOCKING-LIGHT FIXTURES	01-16-11-6212	702.00
01292	0		029857770	16-Sep-11	HOLT ELECTRICAL SUPPLIES	RESTOCKING-LIGHT FIXTURES	01-16-11-6212	378.60
00117	0		5015021	16-Nov-11	HOME DEPOT	ZIP TIES	01-16-11-6212	29.97
00117	0		0010043	21-Nov-11	HOME DEPOT	PAINT FOR CH	01-16-11-6212	155.97
00039	0		745616	03-Nov-11	INDUSTRIAL SOAP	TOWELS FOR CH	01-16-11-6212	310.00
00039	0		745616	03-Nov-11	INDUSTRIAL SOAP	DISINFECTANT CH	01-16-11-7301	25.25
00164	0		020976	21-Nov-11	NEW SYSTEM CARPET & BUILDING CARE	REPLACEMENT VACUUM CLEANER	01-16-11-6212	500.77
00164	0		020833	23-Nov-11	NEW SYSTEM CARPET & BUILDING CARE	CLEANING RAGS CH	01-16-11-6212	28.95
00968	1	P001329	67227888	22-Nov-11	SIMPLEX GRINNELL	REPLACEMENT OF PRESSURE GAUGES	01-16-11-6211	995.00
00968	1		67163715	31-Oct-11	SIMPLEX GRINNELL	AIR HANDLER REPAIR-CH	01-16-11-6212	441.00
00340	1		1248 GF	30-Nov-11	SLAIT	2ND HALF FY12 WC PREMIUMS	01-16-11-5243	1,184.86
00123	0		3000090486	01-Nov-11	THYSSENKRUPP ELEVATOR CORP.	QUARTERLY TESTING	01-16-11-6211	719.63
00492	0		133946	30-Nov-11	TOMASOVIC GREENHOUSE & NURSERY	POINSETTIAS FOR CH	01-16-11-6212	315.00
00054	1		01826305	02-Nov-11	WALTER KNOLL FLORIST	PLANT MAINT DEC 2011	01-16-11-6212	80.00
00108	1		S1893348.001	16-Nov-11	WHOLESALE PLUMBING SUPPLY	MATERIALS FOR TOILET PD	01-16-11-6212	79.73
00108	1		S1894716.001	21-Nov-11	WHOLESALE PLUMBING SUPPLY	MATERIALS PD TOILET	01-16-11-6212	353.71

Sum of Invoices 7,895.76



CITY OF CREVE COEUR
ACCOUNTS PAYABLE LISTING

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POLICE-ADMIN

Vendor Number	Address Number	Purchase Order	Invoice Number	Invoice Date	Vendor Name	Description	GL Account	Invoice Amount
01575	0	P001335	110111.	01-Nov-11	AMERICAN VETERAN PAINTING	PROFESSIONAL PAINTING OF NUMER	01-21-11-9501	1,245.00
00640	0		195876	23-Nov-11	BOB BARKER CO	(6) BOXES OF LATEX GLOVES	01-21-11-6271	56.95
00080	0		6026-180	17-Nov-11	DIERBERGS	PRISONER MEALS	01-21-11-7309	14.32
01068	1		077450	14-Nov-11	DNT	QTRLY CHIEF'S OFF COPIER MAINT	01-21-11-6213	99.00
00094	1		14444	01-Dec-11	FIRESTONE	CAR 2425 3000 MILE SERVICE	01-21-11-6210	17.99
00125	0		253598	16-Nov-11	LEON UNIFORM	PD SGT CHEVRONS	01-21-11-7308	150.00
00050	0	P001255	INV0019577.0	15-Nov-11	REJIS	REJIS USER CHARGES JUL - DEC 2	01-21-11-6202	4,030.39
00050	0	P001253	INV0019577.2	15-Nov-11	REJIS	CHARTER FIBER 5.0M CONNECTION	01-21-11-6202	855.00
00050	0		INV0019577.	15-Nov-11	REJIS	LIVESCAN CONNECTION	01-21-11-6202	50.00
00050	0		INV0019577.	15-Nov-11	REJIS	IMDS ORACLE DB MAINT	01-21-11-6202	21.00
00050	0		INV0019578	16-Nov-11	REJIS	(1) BACKGROUND CHECK	01-21-11-6203	10.00
00050	0	P001254	INV0019577.1	15-Nov-11	REJIS	GLOBAL CAD FEES JUL-DEC 2011	01-21-11-6213	1,102.50
00116	0		8904	22-Nov-11	SAM'S CLUB	PRISONER MEALS	01-21-11-7309	77.28
00340	1		1248 GF	30-Nov-11	SLAIT	2ND HALF FY12 WC PREMIUMS	01-21-11-5243	5,389.75
00093	0		11-16-74	01-Nov-11	SOUTHWEST FAMILY TESTING	PSYCH EVAL FOR AN OFFICER	01-21-11-6203	395.00
00092	2		75968	15-Nov-11	ST LOUIS COUNTY DEPT. OF HEALTH	5000 VACATION/COMP SLIPS	01-21-11-7304	101.00
01048	0		2659875947	18-Nov-11	VERIZON WIRELESS	NOV MONTHLY AIR CARD CHARGES	01-21-11-6253	43.01
Sum of Invoices								13,658.19



CITY OF CREVE COEUR
ACCOUNTS PAYABLE LISTING

12/7/2011

POLICE-INVESTIGATIONS

Vendor Number	Address Number	Purchase Order	Invoice Number	Invoice Date	Vendor Name	Description	GL Account	Invoice Amount
01563	0	P001319	52152	15-Nov-11	ARROWHEAD SCIENTIFIC, INC.	A3410000 DOWNDRAFT WORKSTATIO	01-21-21-9503	1,999.95
01563	0	P001319	52152	15-Nov-11	ARROWHEAD SCIENTIFIC, INC.	SHIPPING	01-21-21-9503	36.45
00094	1		144388	30-Nov-11	FIRESTONE	CAR 2415 4 TIRES/3000 MILE SVS	01-21-21-6210	325.95
00050	0		INV0019577.	15-Nov-11	REJIS	IMDS ORACLE DB MAINT	01-21-21-6202	10.50
00340	1		1248 GF	30-Nov-11	SLAIT	2ND HALF FY12 WC PREMIUMS	01-21-21-5243	5,604.46
Sum of Invoices								7,977.31



**CITY OF CREVE COEUR
ACCOUNTS PAYABLE LISTING**

12/7/2011

POLICE-PATROL

Vendor Number	Address Number	Purchase Order	Invoice Number	Invoice Date	Vendor Name	Description	GL Account	Invoice Amount
00007	0		379-602867	01-Dec-11	BATTERIES PLUS - 270	(2) WALKIE TALKIE BATTERIES	01-21-22-6211	99.98
00007	0		379-602640	21-Nov-11	BATTERIES PLUS - 270	50 "N" BATTERIES FOR P90'S	01-21-22-7313	49.50
00080	0		5826560	01-Dec-11	DIERBERGS	REFUND OF TAX CHGED IN ERROR	01-21-22-6210	(0.99)
00080	0		5624119	01-Dec-11	DIERBERGS	2 CANS LYSOL SPRAY FOR CARS	01-21-22-6210	11.17
00080	0		6614-109-5	23-Nov-11	DIERBERGS	THANKSGIVNG MEALS FOR OFFICERS	01-21-22-7304	35.94
00080	0		4178-130-5	23-Nov-11	DIERBERGS	THANKSGIVING MEAL FOR OFFICER	01-21-22-7304	6.99
00234	1		357970	28-Nov-11	ED ROEHR SAFETY PRODUCTS	P90 GUN RACK FOR EXPLORER	01-21-22-9503	255.00
00096	0		115055	19-Nov-11	EVS	LIGHTBAR REPAIRS 2405 & 2410	01-21-22-6210	45.15
00096	0		115055	19-Nov-11	EVS	REPLACE VIDEO CONTROL HEAD CBL	01-21-22-6211	25.00
00094	1		144380	30-Nov-11	FIRESTONE	CAR 2407 3000 MILE SERVICE	01-21-22-6210	17.99
00094	1		144447	01-Dec-11	FIRESTONE	CAR 2406 3000 MILE SERVICE	01-21-22-6210	17.99
00094	1		144371	29-Nov-11	FIRESTONE	REFUND FOR OVERCHARGE	01-21-22-6210	(2.00)
00094	1		143850	01-Dec-11	FIRESTONE	WIPER BLADES FOR TAHOE	01-21-22-6210	49.98
00094	1		144452	01-Dec-11	FIRESTONE	CAR 2410 4 TIRES AND INSTALL	01-21-22-6210	414.97
00094	1		144111	22-Nov-11	FIRESTONE	CAR 2404 4 TIRES/3000 ML SVS	01-21-22-6210	432.96
00094	1		143967	18-Nov-11	FIRESTONE	CAR 2411 3000 MILE SERVICE	01-21-22-6210	17.99
00094	1		144139	23-Nov-11	FIRESTONE	CAR 2408 45000 MILE SERVICE	01-21-22-6210	90.71
00094	1		143981	18-Nov-11	FIRESTONE	CAR 2409 3000 MILE SVS; OTHER	01-21-22-6210	248.57
00094	1		144146	23-Nov-11	FIRESTONE	CAR 2405 3000 MILE SERVICE	01-21-22-6210	19.99
01409	0	P001317	1164	21-Nov-11	JP PROMOTIONAL	SHIPPING	01-21-22-7314	126.40
01409	0	P001317	1164	21-Nov-11	JP PROMOTIONAL	1000 BIZ CARD MAGNET WITH POLI	01-21-22-7314	200.00
01409	0	P001317	1164	21-Nov-11	JP PROMOTIONAL	1000 BIC CLIK STIK PEN	01-21-22-7314	420.00
01409	0	P001317	1164	21-Nov-11	JP PROMOTIONAL	500 POLICE COLORING BOOKS	01-21-22-7314	250.00
01409	0	P001317	1164	21-Nov-11	JP PROMOTIONAL	500 POLICE STORY BOOK/WHAT A	01-21-22-7314	255.00
01409	0	P001318	1163	21-Nov-11	JP PROMOTIONAL	250 POLICE CAR STREET RELIEVER	01-21-22-7314	267.50
01409	0	P001318	1163	21-Nov-11	JP PROMOTIONAL	250 4OZ BUBBLE GIVEAWAYS	01-21-22-7314	385.00
01409	0	P001318	1163	21-Nov-11	JP PROMOTIONAL	SHIPPING	01-21-22-7314	160.00
01409	0	P001318	1163	21-Nov-11	JP PROMOTIONAL	250 KEY CHAIN FLASHLIGHTS	01-21-22-7314	212.50
01409	0	P001318	1163	21-Nov-11	JP PROMOTIONAL	SHIPPING/SETUP COST	01-21-22-7314	67.08
00125	0		255339	17-Nov-11	LEON UNIFORM	NEW EMBLEM FOR CHAPLAINS COATS	01-21-22-7304	6.00
00970	0		1852-285563	01-Dec-11	O'REILLY AUTO PARTS	WHEEL CLEAN & WHEEL SHINE	01-21-22-6210	24.56



CITY OF CREVE COEUR
ACCOUNTS PAYABLE LISTING

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POLICE-PATROL

Vendor Number	Address Number	Purchase Order	Invoice Number	Invoice Date	Vendor Name	Description	GL Account	Invoice Amount
00507	0		025002	16-Nov-11	RADIOSHACK CORPORATION	COAXIAL PLUG FOR VIDEO CAMERA	01-21-22-6211	3.19
00050	0		INV0019577	15-Nov-11	REJIS	14 VERIZON DATA LINES	01-21-22-6253	714.00
00340	1		1248 GF	30-Nov-11	SLAIT	2ND HALF FY12 WC PREMIUMS	01-21-22-5243	37,988.68
00311	0		530364	29-Nov-11	WEBER CHEVROLET	CAR 2419 LUB WINDOW CHANNEL	01-21-22-6210	192.98
<i>Sum of Invoices</i>								<i>43,109.78</i>



CITY OF CREVE COEUR
ACCOUNTS PAYABLE LISTING

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PUBLIC WORKS

Vendor Number	Address Number	Purchase Order	Invoice Number	Invoice Date	Vendor Name	Description	GL Account	Invoice Amount
00340	1		1248 GF	30-Nov-11	SLAIT	2ND HALF FY12 WC PREMIUMS	01-31-11-5243	3,842.92
01048	1		2657871023	13-Nov-11	VERIZON WIRELESS	AIR CARD MONTHLY CHARGE	01-31-11-6253	43.01
Sum of Invoices								3,885.93



CITY OF CREVE COEUR
ACCOUNTS PAYABLE LISTING

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STREETS

Vendor Number	Address Number	Purchase Order	Invoice Number	Invoice Date	Vendor Name	Description	GL Account	Invoice Amount
00131	1		111832430	31-Oct-11	AIRGAS MID AMERICA	GAS RENTAL	01-31-41-7307	45.10
01550	0		452-4042201	22-Nov-11	ARAMARK UNIFORM SERVICES	SHOP SUPPLIES (11/22)	01-31-41-6212	9.60
01550	0		452-4042201	22-Nov-11	ARAMARK UNIFORM SERVICES	UNIFORM RENTAL (11/22)	01-31-41-7308	37.88
01550	0		452-4068383	29-Nov-11	ARAMARK UNIFORM SERVICES	SHOP SUPPLIES (11/29)	01-31-41-6212	9.60
01550	0		452-4068383	29-Nov-11	ARAMARK UNIFORM SERVICES	UNIFORM RENTAL (11/29)	01-31-41-7308	37.88
01550	0		452-4015508	15-Nov-11	ARAMARK UNIFORM SERVICES	SHOP SUPPLIES (11/15)	01-31-41-6212	9.60
01550	0		452-4015508	15-Nov-11	ARAMARK UNIFORM SERVICES	UNIFORM RENTAL (11/15)	01-31-41-7308	37.88
01550	0		452-3989339	08-Nov-11	ARAMARK UNIFORM SERVICES	SHOP SUPPLIES (11/08)	01-31-41-6212	9.60
01550	0		452-3989339	08-Nov-11	ARAMARK UNIFORM SERVICES	UNIFORM RENTAL (11/08)	01-31-41-7308	37.88
00102	0		717509	22-Nov-11	BEYERS LUMBER	SIGN MARKING MATERIALS	01-31-41-7311	137.48
00693	1		243160	02-Nov-11	BMC ENTERPRISES, INC.	RIVERSTONE FOR CURB WORK	01-31-41-7305	405.74
00010	0		895917	03-Nov-11	BRANNEKY HARDWARE	TIEDOWNS FOR LEAF VAC BOX	01-31-41-6211	63.96
00010	0		896155	09-Nov-11	BRANNEKY HARDWARE	BOLTS/BUCKLES LEAF VAC	01-31-41-6211	6.37
00010	0		896105	07-Nov-11	BRANNEKY HARDWARE	LEAF VAC SUPPLIES	01-31-41-6211	145.43
00010	0		896797	21-Nov-11	BRANNEKY HARDWARE	HOLIDAY LIGHT BALLAS RD	01-31-41-6212	14.14
00010	0		896575	17-Nov-11	BRANNEKY HARDWARE	SHOP/SIGN SUPPLIES	01-31-41-6212	36.99
00010	0		896105	07-Nov-11	BRANNEKY HARDWARE	SHOP STOCK ITEMS	01-31-41-6212	43.97
00010	0		896575	17-Nov-11	BRANNEKY HARDWARE	SHOP/SIGN SUPPLIES	01-31-41-7302	112.85
00010	0		896492	16-Nov-11	BRANNEKY HARDWARE	MARKING MATERIALS	01-31-41-7304	25.90
00010	0		896933	23-Nov-11	BRANNEKY HARDWARE	PROPANE TORCH & TANK	01-31-41-7307	53.98
00010	0		896575	17-Nov-11	BRANNEKY HARDWARE	SHOP/SIGN SUPPLIES	01-31-41-7311	4.45
00013	1		1763-184379	29-Nov-11	CARQUEST	GUTTERS TRUCK #106	01-31-41-6210	54.30
00013	1		1763-184309	28-Nov-11	CARQUEST	WIPER BLADES-GARAGE TRUCKS	01-31-41-6210	164.76
00013	1		1763-184057	21-Nov-11	CARQUEST	OIL FILTER/HEADLIGHTS	01-31-41-6210	89.28
00013	1		1763-173918	09-Jun-11	CARQUEST	BRAKE ROTOR-2005 CHEVY TR	01-31-41-6210	108.54
00013	1		1763-174598	20-Jun-11	CARQUEST	CREDIT #173918	01-31-41-6210	(108.54)
00013	1		1763-183232	07-Nov-11	CARQUEST	FUEL FILTERS LEAF VAC	01-31-41-6211	87.72
01581	0		4379	31-Oct-11	CARQUIP	REPAIR TIRE MACHINE	01-31-41-6211	170.00
00011	0		32007686	02-Nov-11	CARTER-WATERS LLC	BLADES FOR CONCRETE CUTTING	01-31-41-7302	115.00
00099	0		1252356	31-Oct-11	CEEKAY SUPPLY	GAS RENTAL OCT 2011	01-31-41-7307	62.84



CITY OF CREVE COEUR
ACCOUNTS PAYABLE LISTING

STREETS

Vendor Number	Address Number	Purchase Order	Invoice Number	Invoice Date	Vendor Name	Description	GL Account	Invoice Amount
00205	1		S1026569	16-Nov-11	CK POWER PRODUCTS. CORP.	PARTS FOR LEAF VAC	01-31-41-6211	3,097.00
00205	1		S1026238	07-Nov-11	CK POWER PRODUCTS. CORP.	SHOP STOCK	01-31-41-6211	152.80
01427	1		74213	07-Nov-11	CONTRACTORS WELDING INC.	REPAIR SOCKETS TMA'S TRUCK	01-31-41-6210	130.00
01466	0		140033230	16-Nov-11	CROSS MIDWEST TIRE	TIRES TRUCK #106	01-31-41-6210	635.32
00141	0		107050	15-Nov-11	ELECTRO BATTERY	BATTERIES FOR LEAF VACS	01-31-41-6211	263.49
00141	0		107051	15-Nov-11	ELECTRO BATTERY	JUNK BATTERY CREDIT	01-31-41-6211	(30.00)
00141	0		106618	04-Nov-11	ELECTRO BATTERY	BATTERY FOR LEAF VAC	01-31-41-6211	191.22
00049	4		131	22-Nov-11	EMPLOYEE SOLUTIONS GROUP	TEMP HELP 11/14/11	01-31-41-6207	4,387.50
00049	4		120	17-Nov-11	EMPLOYEE SOLUTIONS GROUP	TEMP HELP 11/07/11	01-31-41-6207	2,160.00
00049	4		110	10-Nov-11	EMPLOYEE SOLUTIONS GROUP	TEMP HELP 10/31/11	01-31-41-6207	540.00
00127	0		1054681	21-Nov-11	ERB EQUIPMENT COMPANY	AIR FILTERS FOR VAC	01-31-41-6211	177.52
01231	0	P001338	103111	31-Oct-11	FICK SUPPLY SERVICE INC	FALL 2011/SPRING 2012 HAULING	01-31-41-6202	3,259.75
00023	1		223123	01-Nov-11	FRED WEBER, INC	ASPHALT FOR CURB REPAIR	01-31-41-7305	126.00
00314	0	P001286	M1002-11.	21-Nov-11	GERSTNER ELECTRIC, INC.	4 REPLACE 6' X 20' DETECTOR LO	01-31-41-6251	3,400.00
00081	1		9688939454	17-Nov-11	GRAINGER	SWITCHES FOR LEAF VAC	01-31-41-6211	11.84
00558	1		4092748	22-Nov-11	HD SUPPLY WATERWORKS LTD.	GATE VALVE FOR SHOP	01-31-41-6212	32.45
00117	0		5015017	16-Nov-11	HOME DEPOT	LIGHTING MATERIALS	01-31-41-6251	188.23
00117	0		9409322	22-Nov-11	HOME DEPOT	FLASHLIGHTS FOR SHOP	01-31-41-7302	35.38
00349	1		565229-001	18-Nov-11	HTE TECHNOLOGIES	SNOW SPREADER PARTS	01-31-41-7310	163.66
00105	2		0347-000139836	31-Oct-11	JOHNNY ON THE SPOT #347	RENTAL UNITS	01-31-41-6266	188.34
00487	0		27026	28-Nov-11	JONES & LOCKHART WELDING	MODIFICATION TRUCK #205	01-31-41-7310	24.75
00789	0		361405	15-Nov-11	K&K SUPPLY	GLOVES FOR STREET DEPT	01-31-41-7308	99.00
00789	0		362320	28-Nov-11	K&K SUPPLY	BINDER SALT SPREADER	01-31-41-7310	160.00
00156	0		0050076	15-Nov-11	L & C TRUCK REPAIR, INC.	REPLACE CYLINDER TRUCK #500	01-31-41-6210	267.00
00156	0		0050189	25-Nov-11	L & C TRUCK REPAIR, INC.	REPAIR TRUCK #505	01-31-41-6210	706.76
00753	0		96695	18-Nov-11	LAWN SYSTEMS INC	WINTERIZE SPRINKLER SYSTEM	01-31-41-6211	487.50
00103	0		446468	02-Nov-11	MIDWESTERN PEST CONTROL	PEST CONTROL - NOV 2011	01-31-41-7301	47.50
01095	1		565149	08-Nov-11	NAPA AUTO PARTS	GAS TANK ADDITIVE	01-31-41-6211	13.31
00865	0		229092	14-Nov-11	OUTDOOR SOLUTIONS	MOWING @ 270 & OLIVE	01-31-41-6212	280.00
00865	0	P001324	228705	01-Nov-11	OUTDOOR SOLUTIONS	GROUNDS MAINT SVC OLIVE/270 -1	01-31-41-6212	1,340.00
00896	0		60136	04-Nov-11	SHAPIRO SALVAGE & SUPPLY CO.	SCREENS FOR LEAF VAC ROOFS	01-31-41-6211	120.00



CITY OF CREVE COEUR
ACCOUNTS PAYABLE LISTING

STREETS

Vendor Number	Address Number	Purchase Order	Invoice Number	Invoice Date	Vendor Name	Description	GL Account	Invoice Amount
00340	1		1248 GF	30-Nov-11	SLAIT	2ND HALF FY12 WC PREMIUMS	01-31-41-5243	17,675.29
00309	0		10593	01-Dec-11	ST LOUIS AREA MAPS, INC.	STREET MAPS	01-31-41-6261	98.25
00692	0		511134	22-Nov-11	ST LOUIS SAFETY, INC.	CLOTHS & CLEANERS FOR SHOP	01-31-41-6212	28.90
00270	1		81603-00	13-Oct-11	TERMINAL SUPPLY CO.	LIGHT KIT	01-31-41-6210	143.25
00270	1		83557-00	21-Oct-11	TERMINAL SUPPLY CO.	TAIL LIGHTS FOR LEAF VAC	01-31-41-6211	47.88
00270	1		83821-00	24-Oct-11	TERMINAL SUPPLY CO.	TRAILER PLUGS FOR LEAF VAC	01-31-41-6211	61.32
00270	1		89785-00	17-Nov-11	TERMINAL SUPPLY CO.	TRAILER PLUGS	01-31-41-7310	33.48
00311	0		1522111	21-Nov-11	WEBER CHEVROLET	SENSOR TRUCK #106	01-31-41-6210	152.88
Sum of Invoices								42,927.75



CITY OF CREVE COEUR
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HEALTH & WELFARE

Vendor Number	Address Number	Purchase Order	Invoice Number	Invoice Date	Vendor Name	Description	GL Account	Invoice Amount
00105	1	P001333	0346-013925739	15-Oct-11	ALLIED WASTE	TRASH SERVICE FOR RESIDENTIAL	01-31-42-6214	1,741.17
01480	1		2110456920	15-Nov-11	IESI MO - CHAMP LANDFILL LLC	DEER REMOVAL	01-31-42-6214	44.38
Sum of Invoices								1,785.55



**CITY OF CREVE COEUR
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PARKS

Vendor Number	Address Number	Purchase Order	Invoice Number	Invoice Date	Vendor Name	Description	GL Account	Invoice Amount
01514	0		103	28-Oct-11	ALLIANCE SALES LLC	SOAP MILL PARK RESTROOMS	01-31-43-6212	28.00
01550	0		452-4068383	29-Nov-11	ARAMARK UNIFORM SERVICES	UNIFORM RENTAL (11/29)	01-31-43-7308	37.87
01550	0		452-4042201	22-Nov-11	ARAMARK UNIFORM SERVICES	UNIFORM RENTAL (11/22)	01-31-43-7308	37.87
01550	0		452-4015508	15-Nov-11	ARAMARK UNIFORM SERVICES	UNIFORM RENTAL (11/15)	01-31-43-7308	37.87
01550	0		452-3989339	08-Nov-11	ARAMARK UNIFORM SERVICES	UNIFORM RENTAL (11/08)	01-31-43-7308	37.87
00102	0		717291	17-Nov-11	BEYERS LUMBER	DOG PARK SIGNS	01-31-43-6212	218.41
00099	0		3417437	03-Nov-11	CEEKAY SUPPLY	SAFETY GLASSES/MUFFLERS	01-31-43-7308	50.02
01427	1		74258	09-Nov-11	CONTRACTORS WELDING INC.	MODIFY LEAF VAC	01-31-43-9503	706.68
00155	0		3760/3761	13-Nov-11	KURTZ NURSERY & TOP SOIL CO.	BACKFILL @ BEIRNE PARK	01-31-43-6212	744.00
00103	0		446468	02-Nov-11	MIDWESTERN PEST CONTROL	PEST CONTROL- NOV 2011	01-31-43-7301	47.50
00040	0		A48101	18-Nov-11	MILBRADT	BACK PACK BLOWER-LEAVES	01-31-43-6211	423.99
01095	1		564658	07-Nov-11	NAPA AUTO PARTS	ANTIFREEZE PARK RESTROOMS	01-31-43-7301	59.88
00865	0	P001236	228705.	01-Nov-11	OUTDOOR SOLUTIONS	ROW MOWING 07/11 THRU 11/11	01-31-43-6212	443.66
00340	1		1248 GF	30-Nov-11	SLAIT	2ND HALF FY12 WC PREMIUMS	01-31-43-5243	3,055.53
00547	0		223020	04-Nov-11	ST LOUIS BACKFLOW SERVICES	REPAIR BACKFLOW SYSTEM	01-31-43-6212	755.50
00070	1		11115179	15-Nov-11	TECH ELECTRONICS	REPAIR MOTION DET TAPP HOUSE	01-31-43-6212	695.55
01483	0	P001240	2719	04-Nov-11	TURFGRASS PROFESSIONALS	PARKS MOWING OCT 2011	01-31-43-6212	2,462.00

Sum of Invoices

9,842.20



CITY OF CREVE COEUR
ACCOUNTS PAYABLE LISTING

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COMMUNITY DEVELOPMENT - PLANNING

Vendor Number	Address Number	Purchase Order	Invoice Number	Invoice Date	Vendor Name	Description	GL Account	Invoice Amount
01344	0		113011	30-Nov-11	KELLY, WHITNEY	NOV 2011 MILEAGE	01-32-11-7307	15.87
00340	1		1248 GF	30-Nov-11	SLAIT	2ND HALF FY12 WC PREMIUMS	01-32-11-5243	273.70
Sum of Invoices								289.57



CITY OF CREVE COEUR
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COMMUNITY DEVELOPMENT - BUILDING

Vendor Number	Address Number	Purchase Order	Invoice Number	Invoice Date	Vendor Name	Description	GL Account	Invoice Amount
00058	0		120211	02-Dec-11	BURKE, PATRICK	REIMBURSEMENT ICC CONF	01-32-61-6265	101.34
00340	1		1248 GF	30-Nov-11	SLAIT	2ND HALF FY12 WC PREMIUMS	01-32-61-5243	8,771.33
00309	0		10593	01-Dec-11	ST LOUIS AREA MAPS, INC.	STREET MAPS	01-32-61-6261	35.90
Sum of Invoices								8,908.57



CITY OF CREVE COEUR
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CAPITAL IMPROVEMENTS

Vendor Number	Address Number	Purchase Order	Invoice Number	Invoice Date	Vendor Name	Description	GL Account	Invoice Amount	
01193	0	P001251	715694	31-Aug-11	INC	CONWAY PARK PLAYGROUND	02-61-71-9506-12301	140,000.00	
00092	4		32745	08-Nov-11	ST LOUIS COUNTY TREASURER	CYLINDER TESTING	02-61-71-9510-12602	110.00	
00253	1		12/11	21-Nov-11	FIRST BANK	DEBT PAYMENT-MIL PARK	02-61-71-9514-05301	890,634.38	
Sum of Invoices									1,030,744.38
GRAND TOTAL OF ALL INVOICES									1,246,183.18

**AN ORDINANCE REPEALING ORDINANCE NUMBERS 1074, 1594, AND 1694,
AND AUTHORIZING THE ISSUANCE OF A NEW CONDITIONAL USE PERMIT FOR
OPERATION OF A VALVOLINE INSTANT OIL CHANGE SERVICE STATION
LOCATED AT 11333 OLIVE BOULEVARD**

WHEREAS, under Section 405.360(C), Gasoline Service Stations in the “CB”, Commercial zoning district require the issuance of a conditional use permit as provided in Section 405.1070, Conditional Use Permits; and

WHEREAS, conditional use permit ordinance #1074, was approved by the City Council on September 10, 1984, and amended on July 26, 1993 (ordinance #1594) and on March 13, 1995 (ordinance #1694), to allow for an automobile service station; and

WHEREAS, a minor site development plan was approved on February 16, 2010 for façade and signage improvements by the Planning and Zoning Commission; and

WHEREAS, an application was submitted by Jason Coil, on behalf of Valvoline Instant Oil Change, to amend Ordinance #1694 to allow for hours of operation on Sunday from 9:00 a.m. to 5:00 p.m.; and

WHEREAS, a public hearing was held by the Creve Coeur Planning and Zoning Commission on Monday, November 7, 2011, beginning at 7:00 p.m. or immediately following the close of the previous public hearing, on said application for the conditional use permit as provided by Section 405.1070(D)(2); and

WHEREAS, notice of said public hearing had been previously published at least 15 days prior to the hearing, in the St. Louis Countian, a newspaper of general circulation in the City of Creve Coeur and otherwise posted and published in accordance with the Zoning Ordinance; and

WHEREAS, the Planning and Zoning Commission reviewed and, by a 5 to 1 vote, recommended approval of the application, subject to the conditions contained herein, at its meeting on November 7, 2011; and

WHEREAS, all parties desiring to be heard, either for or against said application, were given an opportunity to be heard, and a copy of the proposed ordinance has been made available for public inspection prior to its consideration by the Council; and this Bill having been read by title in open meeting two times before final passage by the City Council, and

WHEREAS, the City Council finds that the application and evidence presented clearly indicate that the proposed conditional use, when subject to certain conditions set forth herein:

1. Complies with all other applicable provisions of this Chapter including environmental performance standards presented in Section 405.550, the criteria in Section 405.470 and the standards of this Chapter in regard to yard and setback, parking and loading areas, screening and buffering, refuse, storage and service areas and signs.
2. Will contribute to and promote the community welfare and convenience at the specific location.
3. Will not cause substantial injury to the value of neighboring property.

4. Meets the applicable provisions of the City's Comprehensive Plan and any applicable neighborhood or sector plans and complies with other applicable zoning district regulations and provisions of this Chapter, unless good cause exists for deviation there from.
5. Will provide, if applicable, erosion control and on-site stormwater detention in accordance with the standards contained in this Chapter.
6. Will be compatible with the surrounding area and thus will not impose an excessive burden or have a substantial negative impact on surrounding or adjacent users or on community facilities or services.

NOW, THEREFORE, be it ordained by the City Council of the City of Creve Coeur, St. Louis County, Missouri, as follows:

Section 1: Ordinance #1074, Ordinance #1594, and Ordinance #1694 are hereby repealed.

Section 2: A Conditional Use Permit is authorized to be issued pursuant to Section 4 hereof for the operation of a automobile service station located at 11333 Olive Boulevard, in the "CB" Core Business zoning district, whose legal description is as follows:

Part of Lot 1 of the Subdivision in partition of the farm of S.S. Matson in U.S. Survey 1962, Township 45 North, Range 5 East, A diagram of which is attached to deed recorded in Book 448 Page 306 of the records of the City (former County) of St. Louis and described as:

Beginning at a point in the north line of Olive Street Road, 60 feet wide, at its intersection with west line of said Lot 1; thence along the west line of said lot 1, north 29 degrees 26 minutes west 171.83 feet to a point in the south line of lot "F" of Park West Plat No. 2, a plat of which is recorded in Plat Book 85 Page 46 of the St. Louis County records; thence along the south line of lots "F" and "E" north 89 degrees 45 minutes 40 seconds East 321.38 feet to a point; thence continuing along the south line of lot "E" and the south line of lot "D" of said subdivision, north 87 degrees 08 minutes and 40 seconds East 150.63 feet to a point in the west line of Park West Drive, 50 feet wide, a private street, shown on said plat of Park West, Plat No. 2; thence along the west line of said drive, south 2 degrees 31 minutes 20 seconds East 125 feet to a point of curve; thence southwestwardly along a curve to the right, having a radius of 25 feet, a distance of 39.27 feet to a point in the north line of Olive Street Road; thence along the north line of said road, South 87 degrees 08 minutes 40 seconds West 129.06 feet to a point and south 89 degrees 45 minutes 40 seconds West 241.00 feet to the point of beginning, excepting therefrom that part taken by the State of Missouri for road widening in cause No. 265592 of the St. Louis County records.

Section 3: The Conditional Use Permit granted shall be subject to all applicable statutes, ordinances, rules and regulations, and the following conditions:

1. This Conditional Use Permit shall be for the operation of an automobile service station located at 11333 Olive Boulevard.
2. The hours of operation shall be: 8:00 a.m. to 7:00 p.m. Monday through Friday; 8:00 a.m. to 6:00 p.m. Saturday; and 10:00 a.m. to 5:00 p.m. Sunday.
3. Additional business hours are permitted with the Zoning Administrator's approval.

4. The applicant shall submit a landscape plan for approval by the Director of Community Development that shall consist of no less than the same number of plantings as the prior Site Development Plan dated December 20, 1993, approved by Ordinance #1594.
5. Approval of the Landscape Plan shall be based on the conformance with the goals and objectives of the Comprehensive Plan and Design Guidelines.
6. The site shall be maintained in accordance with the final approved Site Development Plan, and revised landscape plan required by this ordinance.
7. An underground irrigation system shall be installed and maintained to serve new landscaped areas identified on the landscape plan.
8. Vegetation that is totally or predominantly dead and/or disfigured due to disease or injury shall be replaced as needed and in a prompt and workmanlike manner as dictated by accepted horticultural standards.
9. All signs and banners shall be in conformance with Article VII, Sign Regulations, of the Zoning Code.
10. No pennants, fringes, lights, pinwheels, or other similar devices for attracting attention may be displayed at any time in connection with the operation of the service station.
11. No additional curbcuts shall be granted in connection with the operation of said service station, other than those shown on the site plan.
12. Refuse, such as rags or other items incidental to the use of the service stations, shall be stored indoors or shall be enclosed in a sight-proof area or container, which container shall be screened from public view.
13. No auto, trailer, tool or equipment rental shall be permitted on the site.
14. Automobile servicing on the premises shall be limited to oil changes, transmission fluid changes, differential fluid changes and minor parts replacement, such as air filter, PCV valves, transmission filters, etc., and tire rotations.
15. Sales shall be limited to automobile fluids, minor automobile parts, small automotive accessories, individual prepackages snack food and soft drinks.
16. To mitigate noise levels, a six feet high solid vinyl fence shall be installed along the rear edge of the paved areas, from the building to the dumpster corral on the west and from the building to the edge of the pavement on the east. Further, service bay doors shall be closed while impact wrenches are being used on Sundays, the lower level door shall remain closed at all times, and employee outdoor breaks on the premises shall be taken individually on the west side of the building.
17. A copy of all herein attached conditions shall be furnished by the owner or petitioner to the operator(s) or manager(s), including successive operator(s), owner(s), or manager(s), who shall forward to the Zoning Administrator an acknowledgement that he or she has read and understood each of these conditions and agrees to comply therewith.
18. Any mechanical equipment installed for the site shall be properly screened with approved materials.
19. Any future enlargement, extension, expansion or alteration in the use of the structures or site must be approved by the City Council upon receipt of the recommendation of the Planning and Zoning Commission as an amendment to the Conditional Use Permit before a Building Permit for the enlargement, expansion or alteration may be issued.
20. Failure to comply with any one or all of the conditions of this permit shall be adequate cause for the revocation of said permit by the City Council, provided, however, no permit shall be revoked without prior notice to the owner of the intention of the City Council to revoke this permit and reasonable time granted to the owner to correct or remedy any such breach of conditions, except for repeated breaches or violations.
21. Any transfer of ownership or lease of the property shall include in the transfer or lease agreement a provision that the purchaser or lessee agrees to be bound by the approved

BILL NO. 5348

ORDINANCE NO. _____

Site Development Plan for the property and the conditions herein set forth, and written confirmation thereof signed by the new owner or lessee shall be filed with the City at the time of such transfer or lease. Failure to comply with this provision shall not excuse anyone from these conditions.

Section 4: The City Administrator of the City of Creve Coeur is hereby authorized and directed to issue a Conditional Use Permit in accordance with the provisions of this ordinance, said permit to expressly provide for the conditions and stipulations hereinabove set out in Section 2 of this ordinance. Exercise of the rights granted pursuant to the issued permit shall constitute acceptance of all conditions and stipulations set forth herein.

Section 5: This ordinance shall become effective in accordance with Section 3.11 (g) of the City Charter.

ADOPTED THIS ____ DAY OF _____, 2011.

TARA NEALEY
PRESIDENT OF CITY COUNCIL

APPROVED THIS ____ DAY OF _____, 2011.

HAROLD DIELMANN
MAYOR

ATTEST:

DEBORAH RYAN, MPCC
CITY CLERK



city of CREVE COEUR

300 North New Ballas Road • Creve Coeur, Missouri 63141
(314) 432-6000 • Fax (314) 872-2539 • Relay MO 1-800-735-2966
www.creve-coeur.org

MEMO TO CITY ADMINISTRATOR

Meeting Date: November 14, 2011

Subject: Valvoline Instant Oil Change Conditional Use Permit

Memo Prepared by: Whitney Kelly, AICP
City Planner

The Planning and Zoning Commission voted to recommended approval of a new conditional use permit for Sunday hours of operation for the Valvoline Instant Oil Change at 11333 Olive Boulevard, with several revised and new conditions to the original draft Ordinance presented to the Commission to decrease noise levels based on discussions with the resident to the north. The conditions include:

- Sunday hours are 10:00 a.m. to 5:00 p.m., instead of the requested 9:00 a.m. to 5:00 p.m.
- A six feet high solid vinyl fence shall be installed along the rear edge of the paved areas, from the building to the dumpster corral on the west and from the building to the edge of the pavement on the east.
- Service bay doors shall be closed while impact wrenches are being used on Sundays.
- The lower level door shall remain closed at all times.
- Employee outdoor breaks on the premises shall be taken individually on the west side of the building.

It should be noted that staff has some concern regarding the enforceability of the location of employee breaks and the irregular closure of the bay doors. The Commission was aware of the difficulty to enforce such conditions, but wanted to work with both parties to come to an agreement for Sunday hours of operation.



city of CREVE COEUR

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**APPLICATION TO PLANNING AND ZONING COMMISSION
#11-028 TO REPEAL ORDINANCE NUMBERS 1074, 1594, AND 1694 AND
REPLACE WITH A NEW CONDITIONAL USE PERMIT FOR VALVOLINE
INSTANT OIL CHANGE SERVICE STATION LOCATED
AT 11333 OLIVE BOULEVARD**

FOR THE MEETING OF: November 7, 2011

LOCATION: 11333 Olive Boulevard

REQUEST:

Jason Coil, Area Manager for Valvoline Instant Oil Change, has submitted a request to amend the conditional use permit to include Sunday hours of operation from 9 AM to 5 PM. The property is located at 11333 Olive Boulevard, on the northside of Olive Boulevard, east of Craig Road and west of Park West Drive, and is currently zoned "CB" Core Business District. Current hours of operation are limited to 8:00 AM to 7:00 PM, Monday through Friday, and 8:00 AM to 6:00 PM, Saturday.

ADDITIONAL INFORMATION:

Gasoline Service Stations, which include automobile service stations, are a Conditional Use in the "CB" Core Business District. Valvoline's original Conditional Use Permit was issued in 1984 (Ordinance # 1074), amended in 1993 (Ordinance # 1594), and in 1995 (Ordinance # 1694). Staff recommends repealing all of the previous ordinances and replacing with a new ordinance.

Key Issues:

- Does the request integrate with the existing permitted use?
- Does the request further the goals and/or implement the Comprehensive Plan?

Comp. Plan References

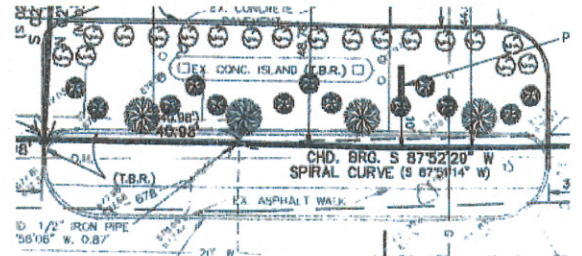
- Central Business District
- Design Guidelines: Landscaping

Zoning Code References

- Section 405.120 Definition of Terms
- Section 405.370 "CB" Core Business District
- Section 405.470 Conditional Uses

APPLICANTS: Jason Coil
Area Manager
Valvoline Instant Oil Change
3499 Blaser Parkway
Lexington, KY 40509

OWNER: Noles Peoperties
Dorsett 270, LLC
11361 Olive Blvd
Creve Coeur, MO 63141



REPORT PREPARED BY:

Whitney Kelly
Whitney Kelly, AICP, City Planner

11/4/2011

Date

ATTACHMENTS: Draft Ordinance
Ordinance Nos. 1074, 1594, and 1694

INTRODUCTION

Jason Coil, Area Manager for Valvoline Instant Oil Change, has submitted a request to amend the conditional use permit to include Sunday hours of operation from 9 AM to 5 PM. The property is located at 11333 Olive Boulevard, on the northside of Olive Boulevard, east of Craig Road and west of Park West Drive, and is currently zoned “CB” Core Business District. Current hours of operation are limited to 8:00 AM to 7:00 PM, Monday through Friday, and 8:00 AM to 6:00 PM, Saturday. No changes to the building or site are being proposed.

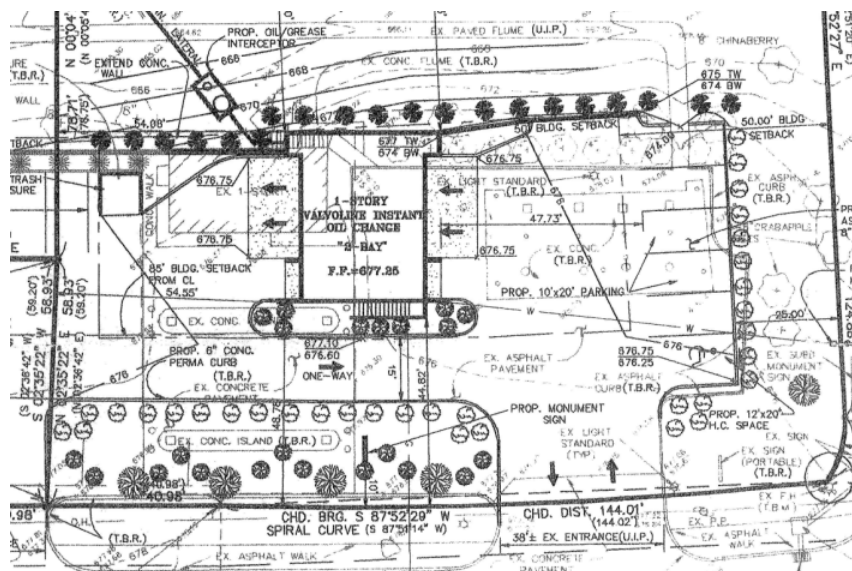
Section 405.370(C)(e) Gasoline service stations (all uses within SIC Code 554 except truck stops) is a conditional use in the “CB” Core Business District. Oil change facilities are classified as Automobile Service Stations within the Gasoline Service Station category of the SIC System. Section 405.120 Definition of Terms for Gasoline Service Station is defined as:

GASOLINE SERVICE STATION: A use primarily for supplying gasoline, oil, air and water, tires, accessories and services for motor vehicles at direct retail to the consumer including the incidental washing of motor vehicles and the making of minor repairs, but not including such major repairs as: spray painting, body, fender, clutch, transmission, differential, axle, spring and frame repairs; major overhauling of engines or radiators, requiring removal thereof or recapping or retreading of tires.

BACKGROUND AND ZONING HISTORY

In 1984, the City Council approved a conditional use permit for a service station at 11333 Olive Boulevard that included the hours of operation of 6:00 AM to midnight, seven days per week (Ordinance #1074).

In 1993, the CUP was amended (Ordinance #1594) to allow for minor automobile servicing for oil changes, transmission fluid changes and minor parts replacement, and site development plan for the construction of the two-bay oil change facility as a Valvoline Instant Oil Change. The conditions of approval included a requirement that a final detailed landscape plan must be reviewed and approved by the Creve Coeur Planning and Zoning Commission. The hours of operation were limited to 8:00 AM to 6:00 PM, Monday through Saturday. The final Site Development Plan, including landscaping, received approval from the Planning and Zoning Commission on December 20, 1993. A detail of the site development plan landscaping is below:



In 1995, Valvoline amended the CUP (Ordinance # 1694) for additional operating hours limited to 8:00 AM to 7:00 PM Monday through Friday, and 8:00 AM to 6:00 PM Saturday. Sunday hours were requested, but not approved. Ordinance #1694 also required that a complete review of the detailed landscape plan shall be made and the landscaping shall be brought into conformance with the approved landscape plan. The approved plan was the same plan approved by Ordinance #1594.

In 2003, Valvoline Instant Oil Change, requested Sunday hours of operation from 10:00 AM to 5:00 PM, and again the site was deemed out of compliance with the approved site development plan regarding the landscaping. The request was denied at the Planning and Zoning Commission and the applicant withdrew prior to City Council review.

In February 2010, Valvoline received Planning and Zoning Commission approval for a minor Site Development for façade improvements and new signage to the building. This did not require a new ordinance and the landscape was not discussed

Given the number of ordinances that govern the site, and the potential confusion for the operator, the owner, and the City, Staff is recommending that the prior three ordinances be repealed and replaced with a new ordinance.

LAND USE AND ZONING OF SURROUNDING PROPERTIES

The adjacent zoning and land uses are as follows:

DIRECTION	USE	ZONED	SEPARATED BY
North	Residences	St. Louis Co. R-3 Residential	N/A
South	Office buildings	“CB Core Business	Olive Boulevard
East	Office buildings	“CB” Core Business	Park West Drive
West	Retail	“CB” Core Business	N/A

COMPREHENSIVE PLAN REVIEW

The subject property is located within the Central Business District that encourages a mix of uses, including retail, residential, government, and park uses. The applicant is not proposing any changes to the use or development of the site and building, and as a retail service, the use is in keeping with the Comprehensive Plan.

Design Guidelines

The landscaping was recently removed and the site is no longer in compliance with the previous approved site development plan from 1993. Further, the previous plan no longer meets with the recommendations of the Design Guidelines. As shown above, the proposed landscaping in 1993 was very linear with straight rows of hedges. Chapter 4/Landscape Design states that The City of Creve Coeur strongly encourages high quality landscaping that accentuates the building and site, softens the effects of parking area and enhances the quality of life of the City. All landscape plans should exhibit a clear design concept. The building should be incorporated into the landscape design. Further, it is recommended that landscaped areas are to be maximized and balanced throughout the site. Tree and shrub plantings should be grouped together to create strong accent points with the site plan (page 16). Therefore Staff recommends that a condition of

approval include that the applicants submit a new landscape plan that meets or exceeds the recommendations of the Design Guidelines and the Comprehensive Plan.

ZONING REVIEW

Section 405.1070 Conditional Use Permits provides the Standards for approving Conditional Use Permits which are:

- E. Standards. The City Council shall not approve a conditional use unless it finds that the application and evidence presented clearly indicate that the proposed conditional use:
 - 1. Complies with all other applicable provisions of this Chapter including environmental performance standards presented in Section 405.550, the criteria in Section 405.470 and the standards of this Chapter in regard to yard and setback, parking and loading areas, screening and buffering, refuse, storage and service areas and signs.
 - 2. Will contribute to and promote the community welfare and convenience at the specific location.
 - 3. Will not cause substantial injury to the value of neighboring property.
 - 4. Meets the applicable provisions of the City's Comprehensive Plan and any applicable neighborhood or sector plans and complies with other applicable zoning district regulations and provisions of this Chapter, unless good cause exists for deviation there from.
 - 5. Will provide, if applicable, erosion control and on-site stormwater detention in accordance with the standards contained in this Chapter.
 - 6. Will be compatible with the surrounding area and thus will not impose an excessive burden or have a substantial negative impact on surrounding or adjacent users or on community facilities or services.

The applicant is not proposing any changes to the building or site, and is generally in conformance with requirements for a gasoline service station, except for the landscaping. Included in the condition for the hours of operation, Staff is recommending that the Zoning Administrator shall have authority to approve additional business hours without having to amend the Conditional Use Permit, similar to other businesses within the "CB" Core Business District.

Landscaping

As discussed earlier, Valvoline has removed the landscaping along Olive Boulevard as well as along the northside of the building, and thus, the site is out of compliance with the approved landscape plan from 1993, and with the goals and recommendations of the Comprehensive Plan. Due to the utility poles along Olive Boulevard, replacing the landscape to the prior approved plan would not be an option. Also, the 1993 Landscape Plan no longer represents the design aesthetic that the City would now expect.

Section 405.540(F) Design Standards for Landscape Plan states:

- 10. All landscaping shall be permanently maintained in good condition with at least the same quality and quantity of landscaping as initially approved. In order to present a healthy, neat and orderly appearance, all landscaped areas including interior parking lot islands and grass areas shall be provided with adequate irrigation for the maintenance of grass, shrubs, ground covering and other landscaping. An underground irrigation system shall be installed, operated and maintained to meet the intent of this Section. Such

systems shall be required for all new developments and redevelopments projects. For sites proposing additions and/or expansions, an underground irrigation system shall be installed, operated and maintained to meet the intent of this Section, where physically practical and reasonable, as determined by the Planning and Zoning Commission.

Therefore, Staff recommends that a conditional of approval include that the applicant submit a new landscape plan be submitted for Staff approval with substantially the same number of plantings as the prior approved plan, however the type and design of the materials may be altered, in order to meet or exceed the goals and objectives of the Comprehensive Plan and Design Guidelines. Also included is the requirement that an underground irrigation system be installed and maintained to serve new landscaped areas identified on the final approved landscape plan.

Noise

Section 405.550 (2) Noise of Environmental Performance Standards requirements that sound levels and impulsive type noises shall comply with the St. Louis County noise standards as established and enforced by the St. Louis County Noise Abatement Office of the Department of Community Health and Medical Care. Therefore, the draft ordinance includes a condition for approval that the service bay doors remain closed while service is underway to protect the residents to the north in the same manner as the recent requirements for similar uses in the "LI" Light Industrial District.

FORM OF THE DRAFT ORDINANCE

The draft ordinance is generally in keeping with the original ordinances with the added condition that the applicant submits a revised Landscape Plan for Staff approval. This and other conditions discussed within the staff report which are included in the draft ordinance include:

- This Conditional Use Permit shall be for the operation of an automobile service station located at 11333 Olive Boulevard.
- The hours of operation shall be: 8:00 a.m. to 7:00 p.m. Monday through Friday; 8:00 a.m. to 6:00 p.m. Saturday; and 9:00 a.m. to 5:00 p.m. Sunday.
- Additional business hours are permitted with the Zoning Administrator's approval.
- The applicant shall submit a landscape plan for approval by the Director of Community Development that shall consist of no less than the same number of plantings as the prior Site Development Plan dated December 20, 1993, approved by Ordinance #1594.
- Approval of the Landscape Plan shall be based on the conformance with the goals and objectives of the Comprehensive Plan and Design Guidelines.
- The site shall be maintained in accordance with the final approved Site Development Plan, and revised landscape plan required by this ordinance.
- An underground irrigation system shall be installed and maintained to serve new landscaped areas identified on the landscape plan.
- Service bay doors shall remain closed while service is underway.

ACTION

If the Planning and Zoning Commission finds the attached draft conditional use permit ordinance to be in conformance with the purposes and regulations of the Comprehensive Plan and Zoning

Code, it may vote on a recommendation to the City Council. Any changes to the draft ordinance should be discussed and made by separate actions.

MOTION

The following is an example of an appropriate motion for this application:

“I move to recommend approval of the Conditional Use Permit for Valvoline Instant Oil Change submitted with Application #11-028, subject to the conditions contained in the draft ordinance attached to the staff report dated November 4, 2011” (conditions may be added, eliminated, or modified by preceding motion).

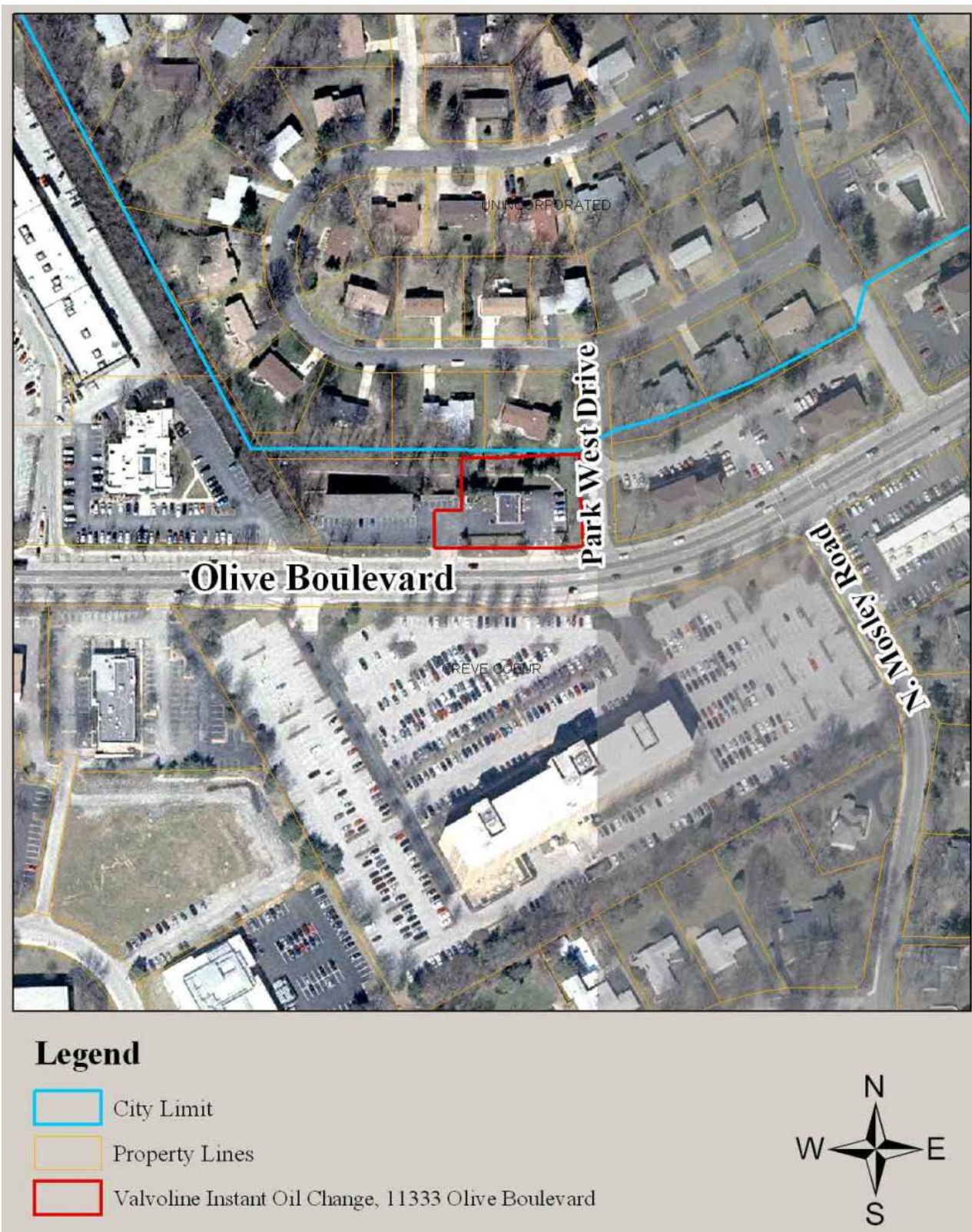
APPENDIX 1: COMPREHENSIVE PLAN

Included and attached by reference. See body of report for specific excerpts.

APPENDIX 2: ZONING CODE

Included and attached by reference. See body of report for specific excerpts.

APPENDIX 3: AERIAL MAP



APPENDIX 4: SITE PHOTOGRAPHS

Photo Date: 10/28/2011 & 11/2/2011



Description: View of the property from the west entrance looking east. Notice the lack of landscaping.



Description: View of property looking west from the sidewalk.



Description: Another view of the middle island looking east from further out at the west entrance.



Description: View of the north side of the building from the northeast corner of the property. Notice the absence of the landscaping along the building and retaining wall required by the 1993 landscape plan.

BILL NO. _____

ORDINANCE NO. _____

**AN ORDINANCE REPEALING ORDINANCE NUMBERS 1074, 1594, AND 1694,
AND AUTHORIZING THE ISSUANCE OF A NEW CONDITIONAL USE PERMIT FOR
OPERATION OF A VALVOLINE INSTANT OIL CHANGE SERVICE STATION
LOCATED AT 11333 OLIVE BOULEVARD**

WHEREAS, under Section 405.360(C), Gasoline Service Stations in the "CB", Commercial zoning district require the issuance of a conditional use permit as provided in Section 405.1070, Conditional Use Permits; and

WHEREAS, conditional use permit ordinance #1074, was approved by the City Council on September 10, 1984, and amended on July 26, 1993 (ordinance #1594) and on March 13, 1995 (ordinance #1694), to allow for an automobile service station; and

WHEREAS, an application was submitted by Jason Coil, on behalf of Valvoline Instant Oil Change, to amend Ordinance #1694 to allow for hours of operation on Sunday from 9:00 a.m. to 5:00 p.m.; and

WHEREAS, a public hearing was held by the Creve Coeur Planning and Zoning Commission on Monday, November 7, 2011, beginning at 7:00 p.m. or immediately following the close of the previous public hearing, on said application for the conditional use permit as provided by Section 405.1070(D)(2); and

WHEREAS, notice of said public hearing had been previously published at least 15 days prior to the hearing, in the St. Louis Countian, a newspaper of general circulation in the City of Creve Coeur and otherwise posted and published in accordance with the Zoning Ordinance; and

WHEREAS, the Planning and Zoning Commission reviewed and, by a _____ vote, recommended approval of the improvements, subject to the conditions contained herein, at its meeting on November 7, 2011; and

WHEREAS, all parties desiring to be heard, either for or against said application, were given an opportunity to be heard, and a copy of the proposed ordinance has been made available for public inspection prior to its consideration by the Council; and this Bill having been read by title in open meeting two times before final passage by the City Council, and

WHEREAS, the City Council finds that the application and evidence presented clearly indicate that the proposed conditional use, when subject to certain conditions set forth herein:

1. Will contribute to and promote the community welfare and convenience at the specific location.
2. Will not cause substantial injury to the value of neighboring property.
3. Meets the applicable provisions of the City's Comprehensive Plan and any applicable neighborhood or sector plans and complies with other applicable zoning district regulations and provisions of this Chapter, unless good cause exists for deviation therefrom.
4. Will be compatible with the surrounding area and thus will not impose an excessive burden or have a substantial negative impact on surrounding or adjacent users or on community facilities or services.

BILL NO. _____

ORDINANCE NO. _____

NOW, THEREFORE, be it ordained by the City Council of the City of Creve Coeur, St. Louis County, Missouri, as follows:

Section 1: Ordinance #1074, Ordinance #1594, and Ordinance #1694 is hereby repealed.

Section 2: A Conditional Use Permit is authorized to be issued pursuant to Section 4 hereof for the operation of a automobile service station located at 11333 Olive Boulevard, in the "CB" Core Business zoning district, whose legal description is as follows:

Part of Lot 1 of the Subdivision in partition of the farm of S.S. Matson in U.S. Survey 1962, Township 45 North, Range 5 East, A diagram of which is attached to deed recorded in Book 448 Page 306 of the records of the City (former County) of St. Louis and described as:

Beginning at a point in the north line of Olive Street Road, 60 feet wide, at its intersection with west line of said Lot 1; thence along the west line of said lot 1, north 29 degrees 26 minutes west 171.83 feet to a point in the south line of lot "F" of Park West Plat No. 2, a plat of which is recorded in Plat Book 85 Page 46 of the St. Louis County records; thence along the south line of lots "F" and "E" north 89 degrees 45 minutes 40 seconds East 321.38 feet to a point; thence continuing along the south line of lot "E" and the south line of lot "D" of said subdivision, north 87 degrees 08 minutes and 40 seconds East 150.63 feet to a point in the west line of Park West Drive, 50 feet wide, a private street, shown on said plat of Park West, Plat No. 2; thence along the west line of said drive, south 2 degrees 31 minutes 20 seconds East 125 feet to a point of curve; thence southwestwardly along a curve to the right, having a radius of 25 feet, a distance of 39.27 feet to a point in the north line of Olive Street Road; thence along the north line of said road, South 87 degrees 08 minutes 40 seconds West 129.06 feet to a point and south 89 degrees 45 minutes 40 seconds West 241.00 feet to the point of beginning, excepting therefrom that part taken by the State of Missouri for road widening in cause No. 265592 of the St. Louis County records.

Section 3: The Conditional Use Permit granted shall be subject to all applicable statutes, ordinances, rules and regulations, and the following conditions:

1. This Conditional Use Permit shall be for the operation of an automobile service station located at 11333 Olive Boulevard.
2. The hours of operation shall be: 8:00 a.m. to 7:00 p.m. Monday through Friday; 8:00 a.m. to 6:00 p.m. Saturday; and 9:00 a.m. to 5:00 p.m. Sunday.
3. Additional business hours are permitted with the Zoning Administrator's approval.
4. The applicant shall submit a landscape plan for approval by the Director of Community Development that shall consist of no less than the same number of plantings as the prior Site Development Plan dated December 20, 1993, approved by Ordinance #1594.
5. Approval of the Landscape Plan shall be based on the conformance with the goals and objectives of the Comprehensive Plan and Design Guidelines.
6. The site shall be maintained in accordance with the final approved Site Development Plan, and revised landscape plan required by this ordinance.
7. An underground irrigation system shall be installed and maintained to serve new landscaped areas identified on the landscape plan.

8. Vegetation that is totally or predominantly dead and/or disfigured due to disease or injury shall be replaced as needed and in a prompt and workmanlike manner as dictated by accepted horticultural standards.
9. All signs and banners shall be in conformance with Article VII, Sign Regulations, of the Zoning Code.
10. No pennants, fringes, lights, pinwheels, or other similar devices for attracting attention may be displayed at any time in connection with the operation of the service station.
11. No additional curbcuts shall be granted in connection with the operation of said service station, other than those shown on the site plan.
12. Refuse, such as rags or other items incidental to the use of the service stations, shall be stored indoors or shall be enclosed in a sight-proof area or container, which container shall be screened from public view.
13. No auto, trailer, tool or equipment rental shall be permitted on the site.
14. Automobile servicing on the premises shall be limited to oil changes, transmission fluid changes, differential fluid changes and minor parts replacement, such as air filter, PCV valves, transmission filters, etc.
15. Sales shall be limited to automobile fluids, minor automobile parts, small automotive accessories, individual prepackages snack food and soft drinks.
16. Service bay doors shall remain closed while service is underway.
17. A copy of all herein attached conditions shall be furnished by the owner or petitioner to the operator(s) or manager(s), including successive operator(s), owner(s), or manager(s), who shall forward to the Zoning Administrator an acknowledgement that he or she has read and understood each of these conditions and agrees to comply therewith.
18. Any mechanical equipment installed for the site shall be properly screened with approved materials.
19. Any future enlargement, extension, expansion or alteration in the use of the structures or site must be approved by the City Council upon receipt of the recommendation of the Planning and Zoning Commission as an amendment to the Conditional Use Permit before a Building Permit for the enlargement, expansion or alteration may be issued.
20. Failure to comply with any one or all of the conditions of this permit shall be adequate cause for the revocation of said permit by the City Council, provided, however, no permit shall be revoked without prior notice to the owner of the intention of the City Council to revoke this permit and reasonable time granted to the owner to correct or remedy any such breach of conditions, except for repeated breaches or violations.
21. Any transfer of ownership or lease of the property shall include in the transfer or lease agreement a provision that the purchaser or lessee agrees to be bound by the approved Site Development Plan for the property and the conditions herein set forth, and written confirmation thereof signed by the new owner or lessee shall be filed with the City at the time of such transfer or lease. Failure to comply with this provision shall not excuse anyone from these conditions.

Section 4: The City Administrator of the City of Creve Coeur is hereby authorized and directed to issue a Conditional Use Permit in accordance with the provisions of this ordinance, said permit to expressly provide for the conditions and stipulations hereinabove set out in Section 2 of this ordinance. Exercise of the rights granted pursuant to the issued permit shall constitute acceptance of all conditions and stipulations set forth herein.

BILL NO. _____

ORDINANCE NO. _____

Section 5: This ordinance shall become effective in accordance with Section 3.11 (g) of the City Charter.

ADOPTED THIS ____ DAY OF _____, 2011.

TARA NEALEY
PRESIDENT OF CITY COUNCIL

APPROVED THIS ____ DAY OF _____, 2011.

HAROLD DIELMANN
MAYOR

ATTEST:

DEBORAH RYAN, MRCC
CITY CLERK

BILL NUMBER 1097

ORDINANCE NUMBER 1074

AN ORDINANCE REPEALING ORDINANCE NO. 760 AND GRANTING A NEW CONDITIONAL USE PERMIT TO A SERVICE STATION AT THE NORTHWEST CORNER OF PARK WEST DRIVE AND OLIVE BOULEVARD, 11345 OLIVE BOULEVARD, IN A "CB" CORE BUSINESS DISTRICT, SUBJECT TO CONDITIONS HEREIN.

WHEREAS, APPLICATION WAS MADE FOR A GENERAL CONDITIONAL USE PERMIT FOR A SERVICE STATION LOCATED AT PARK WEST DRIVE AND OLIVE BOULEVARD IN THE "CB" CORE BUSINESS DISTRICT, AND

WHEREAS, THE PLANNING AND ZONING COMMISSION RECOMMENDED APPROVAL OF SAID APPLICATION, AND

WHEREAS, A PUBLIC HEARING WAS HELD BY THE BOARD OF ALDERMEN ON MONDAY, APRIL 9, 1984, AT 8:30 P.M. ON SAID APPLICATION FOR THE CONDITIONAL USE PERMIT AS PROVIDED BY ARTICLE VIII, SECTION 26-114 OF ORDINANCE NO. 1044 OF THE CITY OF CREVE COEUR, AND

WHEREAS, NOTICE OF PUBLICATION FOR SAID PUBLIC HEARING HAD BEEN PREVIOUSLY PUBLISHED IN THE ST. LOUIS COUNTIAN ON THE 21 AND 28 DAY OF MARCH AND APRIL 4, 1984, AND

WHEREAS, ALL PARTIES DESIRING TO BE HEARD, EITHER FOR OR AGAINST SAID APPLICATION, WERE GIVEN AN OPPORTUNITY TO BE HEARD; AND

WHEREAS, THE BOARD OF ALDERMEN BEING FULLY INFORMED FINDS THAT THE GRANTING OF THE APPLICATION WOULD BE IN HARMONY WITH THE PUBLIC HEALTH, SAFETY, COMFORT AND CONVENIENCE OF THE CITIZENS OF THE CITY OF CREVE COEUR AND IN CONFORMANCE WITH GOOD ZONING PRACTICE:

NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF ALDERMEN OF THE CITY OF CREVE COEUR, ST. LOUIS COUNTY, MISSOURI, AS FOLLOWS:

SECTION 1: ORDINANCE NO. 760 IS HEREBY REPEALED.

SECTION 2: A NEW CONDITIONAL USE PERMIT IS HEREBY GRANTED FOR AN AUTOMOBILE SERVICE STATION ON THE NORTHWEST COERNER OF PARK WEST DIRVE AND OLIVE BOULEVARD IN A "CB" CORE BUSINESS DISTRICT SUBJECT TO THE HEREINAFTER STATED CONDITIONS ON THE FOLLOWING DESCRIBED PROPERTY:

PART OF LOT 1 OF THE SUBDIVISION IN PARTITION OF THE FARM OF S.S. MATSON IN U.S. SURVEY 1962, TOWNSHIP 45 NORTH, RANGE 5 EAST, A DIAGRAM OF WHICH IS ATTACHED TO DEED RECORDED IN BOOK 448 PAGE 306 OF THE RECORDS OF THE CITY (FORMER COUNTY) OF ST. LOUIS AND DESCRIBED AS:

BEGINNING AT A POINT IN THE NORTH LINE OF OLIVE STREET ROAD, 60 FEET WIDE, AT ITS INTERSECTION WITH WEST LINE OF SAID LOT 1; THENCE ALONG THE WEST LINE OF SAID LOT 1, NORTH 29 DEGREES 26 MINUTES WEST 171.83 FEET TO A POINT IN THE SOUTH LINE OF LOT "F" OF PARK WEST PLAT NO. 2, A PLAT OF WHICH IS RECORDED IN PLAT BOOK 86 PAGE 46 OF THE ST. LOUIS COUNTY RECORDS; THENCE ALONG THE SOUTH LINE OF LOTS "F" AND "E" NORTH 89 DEGREES 45 MINUTES 40 SECONDS EAST 321.38 FEET TO A POINT; THENCE CONTINUING ALONG THE SOUTH LINE OF LOT "E" AND THE SOUTH LINE OF LOT "D" OF SAID SUBDIVISION, NORTH 87 DEGREES 08 MINUTES 40 SECONDS EAST 150.63 FEET TO A POINT IN THE WEST LINE OF PARK WEST DRIVE, 50 FEET WIDE, A PRIVATE STREET SHOWN ON SAID PLAT OF PARK WEST, PLAT NO. 2; THENCE ALONG THE WEST LINE OF SAID DRIVE, SOUTH 2 DEGREES 31 MINUTES 20 SECONDS EAST 125 FEET TO A POINT OF CURVE; THENCE SOUTHWESTWARDLY ALONG A CURVE TO THE RIGHT, HAVING A RADIUS OF 25 FEET, A DISTANCE OF 39.27 FEET TO A POINT IN THE NORTH LINE OF OLIVE STREET ROAD; THENCE ALONG THE NORTH LINE OF SAID ROAD, SOUTH 87 DEGREES 08 MINUTES 40 SECONDS WEST 129.06 FEET TO A POINT AND SOUTH 89 DEGREES 45 MINUTES 40 SECONDS WEST 241.00 FEET TO THE BEGINNING, EXCEPTING THEREFROM THAT PART TAKEN BY THE STATE OF MISSOURI FOR ROAD WIDENING IN CAUSE NO. 265592 OF THE ST. LOUIS COUNTY RECORDS.

SECTION 3: THE CONDITIONAL USE PERMIT GRANTED SHALL BE SUBJECT TO ALL ORDINANCES, RULES AND REGULATIONS, AND THE FOLLOWING CONDITIONS:

1. A COMPLETE REVIEW OF THE SITE PLAN SHALL BE MADE TO ASSURE THAT PRESENT CONDITIONS ARE IN CONFORMANCE THEREWITH.
2. A COMPLETE REVIEW OF THE DETAILED LANDSCAPE PLAN SHALL BE MADE AND THE LANDSCAPING SHALL BE BROUGHT INTO CONFORMANCE THEREWITH.
3. THERE SHALL BE NO ADDITIONAL SIGNS, UNLESS PRESENTLY ALLOWED UNDER THE CITY'S SIGN ORDINANCE.
4. NO PENNANTS, FRINGE, LIGHTS, PINWHEELS, OR OTHER SIMILAR DEVICES FOR ATTRACTING ATTENTION MAY BE DISPLAYED AT ANY TIME IN CONNECTION WITH THE OPERATION OF THE SERVICE STATION.

5. NO ADDITIONAL CURB CUTS SHALL BE GRANTED IN CONNECTION WITH THE OPERATION OF SAID SERVICE STATION, OTHER THAN THOSE SHOWN ON THE SITE PLAN.

6. REFUSE, SUCH AS RAGS, OR OTHER ITEMS INCIDENTAL TO THE USE OF THE SERVICE STATIONS SHALL BE STORED INDOORS OR SHALL BE ENCLOSED IN A SIGHT-PROOF AREA OR CONTAINER, WHICH CONTAINER SHALL BE SCREENED FROM PUBLIC VIEW.

7. NO AUTO, TRAILER, TOOL OR EQUIPMENT RENTAL SHALL BE PERMITTED ON THE SITE.

8. THERE SHALL BE NO AUTOMOBILE REPAIRS ON THE PREMISES.

9. SALES ARE TO BE LIMITED TO GASOLINE, OIL, SMALL AUTOMOTIVE ACCESSORIES, INDIVIDUAL PRE-PACKAGED SNACK FOODS, SMALL PERSONAL CARE ITEMS, CIGARETTES AND TOBACCO PRODUCTS, SMALL CONVENIENCE ITEMS AND NON-ALCOHOLIC BEVERAGES, EXCLUDING MILK AND LARGE CONTAINERS OF JUICE. SALES OF ITEMS EXPRESSLY PROHIBITED ARE BEER, WINE, BREAD, EGGS, MILK, FRESH MEATS, CHEESES, BUTTER, PREPARED FOODS, ICE CREAM, TV DINNERS, FROZEN PIZZAS, CANNED GOODS, LAUNDRY DETERGENT, SPICES AND CEREALS.

10. HOURS OF OPERATION SHALL BE LIMITED TO 6:00 A.M. TO MIDNIGHT SEVEN DAYS PER WEEK.

11. A COPY OF ALL HEREIN ATTACHED CONDITIONS SHALL BE FURNISHED BY THE OWNER OR PETITIONER TO THE OPERATOR(S) OR MANAGER(S), INCLUDING SUCCESSIVE OPERATOR(S), OWNER(S), OR MANAGER(S), WHO SHALL FORWARD TO THE ZONING ENFORCEMENT OFFICER AN ACKNOWLEDGEMENT THAT HE OR SHE HAS READ AND UNDERSTOOD EACH OF THESE CONDITIONS AND AGREES TO COMPLY THEREWITH.

12. ANY TRANSFER OR OWNERSHIP OR LEASE OF THE PROPERTY SHALL INCLUDE IN THE TRANSFER OR LEASE AGREEMENT A PROVISION THAT THE PURCHASER LESSEE AGREES TO BE BOUND BY THE CONDITIONS HEREIN SET FORTH AND APPROVED DEVELOPMENT PLAN FOR THE PROPERTY.

13. ALL CONDITIONS CONTAINED WITHIN THIS PERMIT SHALL BE POSTED UPON THE PROPERTY IN SUCH A MANNER THAT IT IS VISIBLE TO THE PUBLIC AND TO THE OPERATOR OF SAID FACILITY.

14. FAILURE TO COMPLY WITH ANY ONE OR ALL OF THE
CONDITIONS OF THIS PERMIT SHALL BE ADEQUATE CAUSE FOR THE REVOCATION
OF SAID PERMIT BY THE BOARD OF ALDERMEN, PROVIDED, HOWEVER, NO
PERMIT SHALL BE REVOKED WITHOUT REASONABLE NOTICE TO THE OWNER OF THE
INTENTION OF THE BOARD OF ALDERMEN TO REVOKE AND REASONABLE TIME
GRANTED TO THE OWNER TO CORRECT ANY SUCH BREACH OF CONDITION.

SECTION 4: THIS ORDINANCE SHALL BECOME EFFECTIVE UPON THE
EXPIRATION OF FIFTEEN (15) DAYS AFTER ADOPTION BY THE BOARD OF ALDER-
MEN AND THE SIGNING THEREOF BY THE MAYOR.

PASSED THIS 10TH DAY OF SEPTEMBER 1984.


HAROLD L. DIELMANN, MAYOR

APPROVED THIS 10TH DAY OF SEPTEMBER 1984.


HAROLD L. DIELMANN, MAYOR

ATTEST:


LAVERNE COLLINS, CMC
CITY CLERK

BILL NUMBER 1630

ORDINANCE NUMBER 1594

AN ORDINANCE AMENDING ORDINANCE NUMBER 1074 WHICH AUTHORIZED THE ISSUANCE OF A CONDITIONAL USE PERMIT FOR THE OPERATION OF A SERVICE STATION LOCATED ON THE NORTHWEST CORNER OF THE INTERSECTION OF OLIVE BOULEVARD AND PARK WEST DRIVE, IN THE "CB" CORE BUSINESS DISTRICT BY DELETING CONDITIONS 8, 9, 10 AND 14 AND ENACTING IN LIEU THEREOF NEW CONDITIONS NUMBERED 8, 9, 10 AND 14 AND BY THE ADDITION OF NEW CONDITIONS NUMBERED 15 AND 16.

WHEREAS, APPLICATION WAS MADE FOR AN AMENDMENT TO THE CONDITIONAL USE PERMIT AUTHORIZED BY ORDINANCE 1074 FOR THE OPERATION OF A SERVICE STATION TO ALLOW THE PERFORMANCE OF MINOR AUTOMOBILE SERVICING ON SITE TO INCLUDE OIL CHANGES, TRANSMISSION FLUID CHANGES AND MINOR PARTS REPLACEMENT. ALSO, TO ALLOW THE DEMOLITION OF EXISTING FACILITIES ON SITE AND TO CONSTRUCT A NEW TWO BAY OIL CHANGE FACILITY. THE USE IS LOCATED ON THE NORTHWEST CORNER OF OLIVE BOULEVARD AND PARK WEST DRIVE, IN THE "CB" CORE BUSINESS DISTRICT, AND

WHEREAS, THE CREVE COEUR PLANNING AND ZONING COMMISSION RECOMMENDED APPROVAL OF SAID APPLICATION, AND

WHEREAS, A PUBLIC HEARING WAS HELD BY THE CREVE COEUR CITY COUNCIL ON MONDAY, JUNE 28, 1993 AT 6:30 P.M. OR IMMEDIATELY FOLLOWING THE CLOSE OF THE PREVIOUS PUBLIC HEARING, ON SAID APPLICATION FOR THE CONDITIONAL USE PERMIT AS PROVIDED BY ARTICLE VIII, SECTION 26-114 OF ORDINANCE NUMBER 1044 OF THE CITY OF CREVE COEUR, AND

WHEREAS, NOTICE OF PUBLICATION FOR SAID PUBLIC HEARING HAD BEEN PREVIOUSLY PUBLISHED ON JUNE 9, 16, AND 23, 1993 IN THE ST. LOUIS COUNTIAN, A NEWSPAPER OF GENERAL CIRCULATION IN THE CITY OF CREVE COEUR, AND

WHEREAS, ALL PARTIES DESIRING TO BE HEARD, EITHER FOR OR AGAINST SAID APPLICATION, WERE GIVEN AN OPPORTUNITY TO BE HEARD AT SAID PUBLIC HEARING, AND

WHEREAS, THE CITY COUNCIL BEING FULLY INFORMED FINDS THAT THE GRANTING OF THE APPLICATION WOULD BE IN HARMONY WITH AND BEAR A SUBSTANTIAL RELATION TO THE PUBLIC WELFARE, HEALTH, SAFETY, COMFORT AND CONVENIENCE OF

THE CITIZENS OF THE CITY OF CREVE COEUR AND IN CONFORMANCE WITH GOOD ZONING PRACTICE.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF CREVE COEUR, ST. LOUIS COUNTY, MISSOURI, THAT ORDINANCE NUMBER 1074, SECTION 2 OF THE CITY OF CREVE COEUR SHALL BE AND IS HEREBY AMENDED AS FOLLOWS:


SECTION 1: ORDINANCE NUMBER 1074, SECTION 2 CONDITIONS 8, 9, 10 AND 14 ARE HEREBY REPEALED AND ENACTING IN LIEU THEREOF NEW CONDITIONS 8, 9, 10 AND 14 AND THE ADDITION OF CONDITIONS 15 AND 16 ALL TO READ AS FOLLOWS:

8. AUTOMOBILE SERVICING ON THE PREMISES SHALL BE LIMITED TO OIL CHANGES, TRANSMISSION FLUID CHANGES, DIFFERENTIAL FLUID CHANGES AND MINOR PARTS REPLACEMENT, SUCH AS AIR FILTERS, PCV VALVES, TRANSMISSION FILTERS, ETC.
9. SALES SHALL BE LIMITED TO AUTOMOBILE FLUIDS, MINOR AUTOMOBILE PARTS, SMALL AUTOMOTIVE ACCESSORIES, INDIVIDUAL PREPACKAGED SNACK FOODS AND SOFT DRINKS.
10. HOURS OF OPERATION SHALL BE LIMITED TO 8:00 A.M. TO 6:00 P.M. MONDAY THROUGH SATURDAY.
14. FAILURE TO COMPLY WITH ANY ONE OR ALL OF THE CONDITIONS OF THIS PERMIT SHALL BE ADEQUATE CAUSE FOR THE REVOCATION OF SAID PERMIT BY THE CITY COUNCIL PROVIDED, HOWEVER, NO PERMIT SHALL BE REVOKED WITHOUT PRIOR NOTICE TO THE OWNER OF THE INTENTION OF THE CITY COUNCIL TO REVOKE THIS PERMIT AND REASONABLE TIME GRANTED TO THE OWNER TO CORRECT OR REMEDY ANY SUCH BREACH OF CONDITION, EXCEPT FOR REPEATED BREACHES OR VIOLATIONS.
15. THE FINAL BUILDING PLANS FOR THE FACILITY MUST BE REVIEWED AND APPROVED BY THE CREVE COEUR PLANNING AND ZONING COMMISSION.
16. THE FINAL DETAILED LANDSCAPE PLAN MUST BE REVIEWED AND APPROVED BY THE CREVE COEUR PLANNING AND ZONING COMMISSION AND MUST INDICATE PROPOSED SCREENING AND BUFFERING OF THE ADJACENT RESIDENTIAL AREA.


SECTION 2. THE CITY ADMINISTRATOR OF THE CITY OF CREVE COEUR IS HEREBY AUTHORIZED AND DIRECTED TO ISSUE A CONDITIONAL USE PERMIT IN ACCORDANCE WITH THE PROVISIONS OF THIS ORDINANCE, SAID PERMIT TO EXPRESSLY PROVIDE FOR THE CONDITIONS AND STIPULATIONS HEREINABOVE SET OUT IN SECTION 1 OF THIS ORDINANCE.

SECTION 3. THIS ORDINANCE SHALL BECOME EFFECTIVE AT THE EXPIRATION OF FIFTEEN (15) DAYS AFTER ADOPTION BY THE CITY COUNCIL AND THE SIGNING THEREOF BY THE MAYOR.

PASSED THIS 26th DAY OF July, 1993


SUE BAUM, MAYOR

APPROVED THIS 26th DAY OF July, 1993


SUE BAUM, MAYOR

ATTEST:


LAVERNE COLLINS, CMC
CITY CLERK

830/36

BILL NUMBER 1736

ORDINANCE NUMBER 1694

AN ORDINANCE FURTHER AMENDING ORDINANCE NUMBER 1074 AS AMENDED BY ORDINANCE NUMBER 1594 WHICH AUTHORIZED THE ISSUANCE OF A CONDITIONAL USE PERMIT FOR THE OPERATION OF A SERVICE STATION LOCATED AT 11333 OLIVE BOULEVARD, IN THE "CB" CORE BUSINESS DISTRICT, BY DELETING SECTION 2 OF ORDINANCE NUMBER 1074 AS AMENDED IN ITS ENTIRETY AND ENACTING IN LIEU THEREOF A NEW SECTION 2 AS CONTAINED HEREIN.

WHEREAS, THE CITY OF CREVE COEUR RECOGNIZED THE NEED TO CONSIDER AN AMENDMENT TO THE CONDITIONAL USE PERMIT AUTHORIZED BY ORDINANCE NUMBER 1074 AND AMENDED BY ORDINANCE NUMBER 1594 TO ADDRESS THE ISSUE OF EXTENDED OPERATING HOURS, AS REQUESTED BY VALVOLINE INSTANT OIL CHANGE, MR. GEORGE STOCK, JR., REPRESENTATIVE, FOR THE FACILITY LOCATED AT 11333 OLIVE BOULEVARD, IN THE "CB" CORE BUSINESS DISTRICT, AND

WHEREAS, THE CREVE COEUR PLANNING AND ZONING COMMISSION HAS RECOMMENDED APPROVAL OF SUCH AMENDMENT, AND

WHEREAS, A PUBLIC HEARING WAS HELD BY THE CREVE COEUR CITY COUNCIL ON MONDAY, JANUARY 23, 1995 AT 7:30 P.M. ON SAID AMENDMENT FOR THE CONDITIONAL USE PERMIT AS PROVIDED BY ARTICLE VIII, SECTION 26-114 OF ORDINANCE NUMBER 1044 OF THE CITY OF CREVE COEUR, AND

WHEREAS, NOTICE OF PUBLICATION FOR SAID PUBLIC HEARING HAD BEEN PREVIOUSLY PUBLISHED ON JANUARY 3, 10 AND 17, 1995 IN THE ST. LOUIS COUNTIAN, A NEWSPAPER OF GENERAL CIRCULATION IN THE CITY OF CREVE COEUR, AND

WHEREAS, ALL PARTIES DESIRING TO BE HEARD, EITHER FOR OR AGAINST SAID AMENDMENTS, WERE GIVEN AN OPPORTUNITY TO BE HEARD, AND

WHEREAS, THE CREVE COEUR CITY COUNCIL BEING FULLY INFORMED FINDS THAT THE PROPOSED AMENDMENTS WOULD BE IN HARMONY WITH HEALTH, SAFETY, COMFORT, CONVENIENCE AND GENERAL WELFARE OF THE CITIZENS OF THE CITY OF CREVE COEUR AND IN CONFORMANCE WITH GOOD ZONING PRACTICE.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF CREVE COEUR, ST. LOUIS COUNTY, MISSOURI, THAT ORDINANCE NUMBER 1074 AS AMENDED BY ORDINANCE NUMBER 1594, SECTION 2 OF THE CITY OF CREVE COEUR SHALL BE AND IS HEREBY AMENDED AS FOLLOWS:

SECTION 1: ORDINANCE NUMBER 1074, SECTION 2, AS AMENDED BY ORDINANCE NUMBER 1594 IS HEREBY REPEALED IN ITS ENTIRETY AND ENACTING IN LIEU THEREOF A NEW SECTION 2 TO READ AS FOLLOWS:

1. A COMPLETE REVIEW OF THE SITE PLAN SHALL BE MADE TO ASSURE THAT PRESENT CONDITIONS ARE IN CONFORMANCE THEREWITH.
2. A COMPLETE REVIEW OF THE DETAILED LANDSCAPE PLAN SHALL BE MADE AND THE LANDSCAPING SHALL BE BROUGHT INTO CONFORMANCE THEREWITH.
3. THERE SHALL BE NO ADDITIONAL SIGNS, UNLESS PRESENTLY ALLOWED UNDER THE CITY'S SIGN ORDINANCE.
4. NO PENNANTS, FRINGES, LIGHTS, PINWHEELS, OR OTHER SIMILAR DEVICES FOR ATTRACTING ATTENTION MAY BE DISPLAYED AT ANY TIME IN CONNECTION WITH THE OPERATION OF THE SERVICE STATION.
5. NO ADDITIONAL CURB CUTS SHALL BE GRANTED IN CONNECTION WITH THE OPERATION OF SAID SERVICE STATION, OTHER THAN THOSE SHOWN ON THE SITE PLAN.
6. REFUSE, SUCH AS RAGS OR OTHER ITEMS INCIDENTAL TO THE USE OF THE SERVICE STATIONS, SHALL BE STORED INDOORS OR SHALL BE ENCLOSED IN A SIGHT-PROOF AREA OR CONTAINER, WHICH CONTAINER SHALL BE SCREENED FROM PUBLIC VIEW.
7. NO AUTO, TRAILER, TOOL OR EQUIPMENT RENTAL SHALL BE PERMITTED ON THE SITE.
8. AUTOMOBILE SERVICING ON THE PREMISES SHALL BE LIMITED TO OIL CHANGES, TRANSMISSION FLUID CHANGES, DIFFERENTIAL FLUID CHANGES AND MINOR PARTS REPLACEMENT, SUCH AS AIR FILTER, PCV VALVES, TRANSMISSION FILTERS, ETC.
9. SALES SHALL BE LIMITED TO AUTOMOBILE FLUIDS, MINOR AUTOMOBILE PARTS, SMALL AUTOMOTIVE ACCESSORIES, INDIVIDUAL PREPACKAGED SNACK FOODS AND SOFT DRINKS.
10. HOURS OF OPERATION SHALL BE LIMITED TO 8:00 A.M. TO 7:00 P.M. MONDAY THROUGH FRIDAY, AND 8:00 A.M. TO 6:00 P.M. SATURDAY.

11. A COPY OF ALL HEREIN ATTACHED CONDITIONS SHALL BE FURNISHED BY THE OWNER OR PETITIONER TO THE OPERATOR(S) OR MANAGER(S), INCLUDING SUCCESSIVE OPERATOR(S), OWNER(S), OR MANAGER(S), WHO SHALL FORWARD TO THE ZONING ENFORCEMENT OFFICER AN ACKNOWLEDGEMENT THAT HE OR SHE HAS READ AND UNDERSTOOD EACH OF THESE CONDITIONS AND AGREES TO COMPLY THEREWITH.

12. ANY TRANSFER OR OWNERSHIP OR LEASE OF THE PROPERTY SHALL INCLUDE IN THE TRANSFER OR LEASE AGREEMENT A PROVISION THAT THE PURCHASER OR LESSEE AGREES TO BE BOUND BY THE CONDITIONS HEREIN SET FORTH AND THE APPROVED DEVELOPMENT PLAN FOR THE PROPERTY.

13. ALL CONDITIONS CONTAINED WITHIN THIS PERMIT SHALL BE POSTED UPON THE PROPERTY IN SUCH A MANNER THAT IT IS VISIBLE TO THE PUBLIC AND TO THE OPERATOR OF SAID FACILITY.

14. FAILURE TO COMPLY WITH ANY ONE OR ALL OF THE CONDITIONS OF THIS PERMIT SHALL BE ADEQUATE CAUSE FOR THE REVOCATION AND/OR MODIFICATION OF SAID PERMIT BY THE CITY COUNCIL PROVIDED, HOWEVER, NO PERMIT SHALL BE REVOKED OR MODIFIED WITHOUT PRIOR NOTICE TO THE OWNER OF THE INTENTION OF THE CITY COUNCIL TO REVOKE OR MODIFY THIS PERMIT AND REASONABLE TIME GRANTED TO THE OWNER TO CORRECT OR REMEDY ANY SUCH BREACH OF CONDITION, EXCEPT FOR REPEATED BREACHES OR VIOLATIONS.


15. THE FINAL BUILDING PLANS FOR THE FACILITY MUST BE REVIEWED AND APPROVED BY THE CREVE COEUR PLANNING AND ZONING COMMISSION.

16. THE FINAL DETAILED LANDSCAPE PLAN MUST BE REVIEWED AND APPROVED BY THE CREVE COEUR PLANNING AND ZONING COMMISSION AND MUST INDICATE PROPOSED SCREENING AND BUFFERING OF THE ADJACENT RESIDENTIAL AREA.

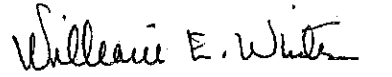
SECTION 2: THE CITY ADMINISTRATOR OF THE CITY OF CREVE COEUR IS HEREBY AUTHORIZED AND DIRECTED TO ISSUE AN AMENDED CONDITIONAL USE PERMIT IN ACCORDANCE WITH THE PROVISIONS OF THIS ORDINANCE, SAID PERMIT TO EXPRESSLY PROVIDE FOR THE CONDITIONS AND STIPULATIONS HEREINABOVE SET OUT IN SECTION 1 OF THIS ORDINANCE.

SECTION 3: THIS ORDINANCE SHALL BECOME EFFECTIVE AT THE EXPIRATION OF FIFTEEN (15) DAYS AFTER ADOPTION BY THE CITY COUNCIL AND THE SIGNING THEREOF BY THE MAYOR.


ADOPTED BY CITY COUNCIL THIS 13 DAY OF March, 1995.


ROBERT PENNELL
PRESIDENT OF CITY COUNCIL

APPROVED THIS 13 DAY OF March, 1995.


WILLIAM E. WINTER
MAYOR

ATTEST:


LAVERNE COLLINS, CMC
CITY CLERK

112/202



**CITY OF CREVE COEUR - MINUTES
PLANNING AND ZONING COMMISSION MEETING
MONDAY, NOVEMBER 7, 2011
7:00 P.M.**

A public hearing and regular meeting of the Planning and Zoning Commission of the City of Creve Coeur, Missouri was held on Monday, November 7, 2011, at the Creve Coeur Government Center, 300 North New Ballas Road. Chair Tim Madden called the meeting to order at 7:00 p.m.

MEMBERS PRESENT: *Mr. Timothy Madden, Chair*
 Mr. Gary Eberhardt
 Mr. James Faron
 Mr. Jim Schnarr
 Mr. Ken Howard
 Ms. Cynthia Kramer

OTHERS PRESENT: *Mr. Carl Lumley, City Attorney*
 Mr. Paul Langdon, Director of Community Development
 Ms. Whitney Kelly, City Planner
 Ms. Julie Lowery, Recording Secretary

2. NEW BUSINESS

- A. Application #11-028: Request to amend a conditional use permit to allow for Sunday hours of operation for the Valvoline Instant Oil Change at 11333 Olive Boulevard. Staff recommends repealing Ordinances numbers 1074, 1594, and 1694 and replace with a new conditional permit.**

Applicant/Agent: Jason Coil
 Area Manager
 Valvoline Instant Oil Change
 3499 Blaser Parkway
 Lexington, KY 40509

Start of Public Hearing

Applicant's Presentation:

Ms. Kelly, City Planner, presented on behalf of Mr. Coil's request to amend the conditional use permit to include Sunday hours of operation from 9am to 5pm. Staff is asking Valvoline for new/additional landscaping for landscaping that has been removed, which can be approved at staff level if the commission agrees. Staff has also suggested the bay doors be closed to eliminate noise for the residential neighbors.

Mr. Jason Coil, Area Manager, Valvoline Instant Oil Change, 1510 Chambers Road, Dellwood, MO 63136 approached the podium to take questions from the Commission.

Comments or questions from Commission members:

Mr. Eberhardt would like to know why staff recommends closing of the bay doors when service is being provided, especially in the summer with the building not being air conditioned. Ms. Kelly replied that Valvoline also performs tire rotations with drills and guns and trying to stay compliant with other recent requests, like the Light Industrial District (“LI” District).

Mr. Schnarr stated that Valvoline, by the city’s definition, is a service station and he believes it to not be a service station. Ms. Kelly replied they do not just change oil and fluid out of vehicles, they do perform tire rotations and changes.

Mr. Faron asked if Mr. Coil had an idea for the new landscaping plans and Mr. Coil stated that he did not, but they would meet any terms the Commission and Council set for Valvoline. Mr. Faron asked if he was aware of what the 1993 plan looked like and Mr. Coil replied he had seen that plan. Mr. Coil reiterated that if the plan was to go back to the 1993 plan, they would, they are more than willing to meet the standard the Commission and Council set forth. Ms. Kelly stated the 1993 plan is not what they are requesting due to the utility line, but what staff is asking for is a similar number of plantings that can be dispersed throughout the area and would like it to match the neighbors. Mr. Coil would like to ask the plantings not interfere with the low laying sign, to make sure the sign is still visible from the road. Mr. Coil also mentioned that the building was un-air conditioned and having the bay doors closed could be a hazard to the employees in the summer.

Comments and questions from the audience:

Ms. Suzanne Harris, 143 Nassau Circle, spoke in opposition of this request. Ms. Harris lives directly behind the Valvoline. Ms. Harris does not think the noise from the tools and the noise of the employees/customers talking is not conducive to family life. Ms. Harris did not believe the bay doors being closed was an option though, because of the extreme temperatures this area can face during spring/summer/fall months. However there is a back door that remains open and noise comes from there as well. Ms. Harris stated she has always thought the City of Creve Coeur has been receptive to the neighbor’s plight of those neighbors who back up to the city, with the “good neighbor” policy. Ms. Harris also stated the noise travels straight down the hill with nothing there to block it. Ms. Harris also said she can understand working hours on Saturday as it is a “working” day, but that she did not feel like it was appropriate noise to be hearing on a Sunday.

Mr. Coil addressed Valvoline’s reasons for wanting to have Sunday hours. Mr. Coil said, the economy is tough and it is hard on business’s and hard on employment by increasing the Sunday hours more employees can work and the revenue will be increased per month, which is taxable to the city. Addressing the noise reduction, Mr. Coil said the door downstairs can be closed at all times, as a mandatory condition. Also, on the sides of the building there are two (2) 4 foot fences that go down, if needed or requested, Valvoline would increase the fences to 8 foot privacy fences. Chairman Madden stated he would be in favor of increasing the height of the fencing.

Mr. Eberhardt asked if city staff would consider a higher fencing and some plantings next to the fence to help absorb the sound. Mr. Coil stated that at the back of the property where the building ends, there is a 20-30 foot clearance of grass and a row of trees. Mr. Eberhardt said he does not think that trees are going to stop noise, maybe a hedge or some kind of buffer would be better. Mr. Coil understands what Mr. Eberhardt is saying, but that the Valvoline building sits much higher than the level of the residential neighbors.

Mr. Langdon shared a couple of observations on trying to mitigate sound, stating vegetation does a poor job of mitigating sound. While vegetation gives the impression of absorbing sound, it does not, and wood fences also have limited effect to absorb sounds. Mr. Langdon stated a solid barrier with a dead space in it to effectively attenuate noise. Mr. Langdon said while increasing the fence and planting might help a little, it is not going to help that much. Mr. Schnarr asked if cedar wouldn't absorb sound, and Mr. Langdon replied it would not. Mr. Eberhardt asked if the primary problem was the noise coming from the lower door or the bay doors. Ms. Harris said the bay doors were giving out more noise than the lower back door. Mr. Faron asked if a sound wall was an option and Mr. Coil said it would be something he would have to look into because it would be a large expense.

Mr. Madden then questioned the hours proposed, which are 9am-5pm, and suggested a later opening time of 10am-5pm, for the sake of the neighbors. Ms. Harris replied anything would make it better. Mr. Faron asked if the space could be conditioned, and Mr. Coil said he can set rules to dictate how much time can be spent on that end of the building and regulate when employees take breaks, so there are not more than one person on a break at a time. Ms. Harris stated that an 8 foot fence would help. Mr. Schnarr asked if a fence made of PVC would be better than wood and Mr. Coil responded that they would rather use vinyl than wood.

Chairman Madden stated the conditions discussed which would be to open at 10am, put in 8 foot vinyl fence, landscape work with staff and tell employees to take breaks over by dumpster.

Mr. Coil brought up his concern about being made to keep the bay doors closed because in the summertime the heat is too unbearable to do that. Ms. Harris and Chairman Madden both agreed that is not feasible.

Mr. Langdon pointed out to the commission that they have the ability to approve fences over 6 feet in height and wanted to make sure the commission was clear about the extent of the fence, because an 8 foot fence is a big fence and how far it should run in terms of length of the property. Chairman Madden clarified that the fence would run from the dumpster to the building and on the other end of the building to the end of the parking lot. Discussion on the height of the fence continued, finally settling on 6 feet for the height.

Chairman Madden, once again stated the conditions discussed, which would be to open at 10am, put up a 6 foot vinyl fence from the door all the way to the end of the property, employees will take their breaks by the dumpster corral, the landscaping plan to be worked with the City of Creve Coeur staff, keep the bottom downstairs back door closed, and no requirement on the bay doors staying closed.

Mr. David Caldwell, 257 Brooktrail Court, thinks it is a double standard to allow Valvoline to keep their bay doors open, when in the “LI” District the conditions were the bay doors had to remain closed. Ms. Kramer replied she recalls the issue with the bay doors in the “LI” District being different than the applicant’s request. Mr. Langdon spoke up as the City Council liaison, stating at the council meeting when the used car sales discussion took place that questions were raised asking specifically what level of service could be done. Mr. Langdon stated Mr. Caldwell is correct that in the Council’s mind where ultimately the ordinance will be accepted or declined, it was the kind of service should be screened with closed doors. Mr. Langdon also pointed out in the draft ordinance it states the bay doors remain closed to try and be consistent with previous requests, i.e. “LI” District, but if the Commission wants to back away from that condition, it is the commission’s right to do so.

Mr. Eberhardt suggested that the doors remain closed unless it reaches a certain temperature, and Mr. Coil responded he would rather alter his business and not do tire rotations/changes on Sunday than have to have an employee outside with a temperature gauge to see if the doors are required to be opened or closed.

There being no further comments, the City Attorney, Mr. Lumley, presented the exhibits for the record and the public hearing was closed.

(This ends the Public Hearing; see verbatim transcript for further information)

Mr. Howard pointed out that this applicant has had many landscaping violations, and he would like to table this application to have a clearer understanding, due to the substantial changes to the draft ordinance.

No further comments and questions from the audience or the Commission.

There being no further comments, the motion was made by Mr. Eberhardt to recommend approval of the Conditional Use Permit for Valvoline Instant Oil Change submitted with Application #11-028, subject to the conditions contained in the draft ordinance attached to the staff report dated November 4, 2011.

Chairman Madden made a motion to amend the motion with Sunday hours are 10:00 am to 5 pm, a six-foot high solid vinyl fence shall be installed along the rear edge of the paved areas, from the building to the dumpster corral on the west and from the building to the edge of the pavement on the east, service bay doors shall be closed while impact wrenches are being used on Sundays, the lower level door shall remain closed at all times, and employee outdoor breaks on the premises shall be taken individually on the west side of the building. Ms. Kramer seconded the motion with the resultant vote as follows:

Mr. Faron – aye
Mr. Schnarr – aye

Mr. Eberhardt – aye
Ms. Kramer – aye

Chair – aye
Mr. Howard – aye

Then the motion was made to approve the Conditional Use Permit for Valvoline Instant Oil Change submitted with Application #11-028, subject to the conditions as amended, with the resultant vote as follows:

Mr. Faron – aye
Mr. Schnarr – aye

Mr. Eberhardt – aye
Ms. Kramer – aye

Chair – aye
Mr. Howard – nay

3. **ADJOURNMENT**

There being no further business to come before the Planning and Zoning Commission, upon motion being made and duly seconded, the meeting was adjourned at 8:15 p.m.

Timothy Madden, Chair

Julie Lowery, Recording Secretary



city
of

CREVE COEUR

300 North New Ballas Road • Creve Coeur, Missouri 63141
(314) 432-6000 • Fax (314) 872-2539 • Relay MO 1-800-735-2966
www.creve-coeur.org

November 9, 2011

Mr. Jason Coil
Valvoline Instant Oil Change
1510 Chambers Road
Dellwood, MO 63136

Re: Conditional Use Permit #11-028 – Sunday hours of operation for Valvoline Instant Oil Change
11333 Olive Boulevard

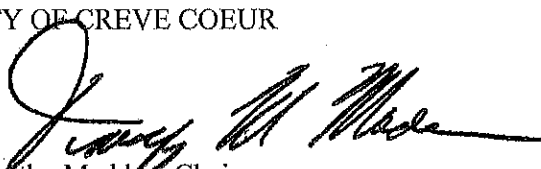
Mr. Coil:

The Planning and Zoning Commission, at its meeting of November 7, 2011, reviewed your request on behalf of Valvoline Instant Oil Change, for approval of the conditional use permit to allow for Sunday hours of operation for the Valvoline Instant Oil Change at 11333 Olive Boulevard.

By majority vote (5 ayes and 1 nay), the P&Z Commission recommends approval of your request subject to the conditions in the attached draft ordinance.

Sincerely,

CITY OF CREVE COEUR


Timothy Madden, Chairman
Planning & Zoning Commission

TM:jl

Cc: M.C. Perkins, City Administrator
J. Heines, Director of Public Works
G. Eidman, Chief of Police
S. Unser, Chief Building Official

PZ 110711.txt
1 PLANNING AND ZONING COMMISSION PUBLIC HEARING
2 CITY OF CREVE COEUR, MISSOURI
3 300 NORTH NEW BALLAS ROAD
4 MONDAY, NOVEMBER 7, 2011
5 7:00 P.M.
6
7 THOSE IN ATTENDANCE:
8 Mr. Tim Madden, Chair
Mr. Gary Eberhardt, Vice Chair
9 Mr. James Faron
Mr. Ken Howard
10 Mr. Jim Schnarr
Mr. Carl Lumley, City Attorney
11 Mr. Paul Langdon, AICP, Director of Community Development
Ms. Whitney Kelly, AICP, City Planner
12 Ms. Julie Lowery, Recording Secretary

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23 McLaughlin Court Reporting Services, Inc.
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1 CHAIRMAN MADDEN: Like to call to order the 1
2 Planning Zoning Commission meeting for the City of Creve
3 Coeur, Missouri for Monday November 7th, 2011.
4 We'll start with roll call.
5 Dr. Barton won't be here tonight.
6 Mr. Eberhardt?

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7 MR. EBERHARDT: Present.
8 CHAIRMAN MADDEN: Mr. Faron?
9 MR. FARON: Present.
10 CHAIRMAN MADDEN: Mr. Howard?
11 MR. HOWARD: Present.
12 CHAIRMAN MADDEN: Ms. Kramer?
13 MS. KRAMER: Present.
14 CHAIRMAN MADDEN: Mr. Schnarr?
15 MR. SCHNARR: Present.
16 CHAIRMAN MADDEN: Mr. Lumley, our City Attorney?
17 MR. LUMLEY: Present.
18 CHAIRMAN MADDEN: Mr. Langdon, our Director of
19 Community Development?
20 MR. LANGDON: Present.
21 CHAIRMAN MADDEN: Ms. Kelly, our City Planner?
22 MS. KELLY: Present.
23 CHAIRMAN MADDEN: Ms. Lowery, our Recording
24 Secretary?
25 MS. LOWERY: Present.

1 So we'll move to new business, which will be a²
2 Public Hearing, Application No. 11-028, request to amend a
3 conditional use permit to allow for Sunday hours of
4 operation for the Valvoline Instant Oil Change at 11333
5 Olive Boulevard.

6 And would you please state your -- sorry. Yeah,
7 if anybody else is going to talk on this, if they'd come
8 up and get sworn in now, it'd be great.

9 (Speakers were sworn by the court reporter.)

10 MS. KELLY: Good evening. Whitney Kelly, City
11 Planner for the City of Creve Coeur.

12 Jason Coil, Area Manager for Valvoline Instant
13 Oil Change, has submitted a request to amend their
14 conditional use permit to allow for Sunday business hours.

15 The site is generally in conformance with the
16 existing CUP, however, since there are a number of
17 amendments to those, we are recommending that we repeal
18 and replace it with a new CUP with the hours -- with the
19 changes indicated.

20 We are asking for additional landscaping. A new
21 landscape plan for the area for those landscaping that has
22 been removed, and that can be approved internally at staff
23 level, if you're in agreement with that.

24 And we've also suggested that we include that
25 the bay doors be closed to eliminate any noise for the

1 residents behind them. 3

2 Other than that, there are no other issues and
3 the Applicant is here for any questions.

4 CHAIRMAN MADDEN: Would you please state your
5 name and address.

6 MR. COIL: My name is Jason Coil. I'm the area
7 manager for Valvoline Instant Oil Change.

8 CHAIRMAN MADDEN: And your address, please.

9 MR. COIL: My office address is 1510 Chambers
10 Road, Del I wood, Mi ssouri , 63136.

11 CHAIRMAN MADDEN: Thank you. Is there any
12 questions?

13 Mr. Eberhardt.

14 MR. EBERHARDT: Yeah, I have a question as to
15 why the staff report requires the bay doors to be closed
16 when service is being provided.

17 My question is this. I have my oil changed at
Page 3

18 Valvoline fairly frequently. And during the summer, I
19 don't think your place is air-conditioned on the inside,
20 is it?

21 MR. COIL: No, sir.

22 MR. EBERHARDT: And -- and I know it gets
23 extremely hot in there. And I guess I'm not quite clear
24 what kind of noise emanates from this kind of a business.

25 It's -- I hear the guys yelling at each other

1 about sending a filter down in the pit, but by itself, oil⁴
2 change and fluid changes aren't very noisy, so I was just
3 curious as to why that requirement popped up.

4 MS. KELLY: Well, they also do tire rotation and
5 the guns from the -- to remove the bolts can be very loud,
6 and it's just to be in compliance with the discussions
7 that we recently had -- had with the LI District when auto
8 servicing was being proposed along with the used auto
9 sales, in that when you're abutting a residential district
10 you should, to eliminate any noise beyond the property
11 line, to keep those service bay doors closed. And they
12 are -- have residents right behind there.

13 MR. SCHNARR: But the definition of Valvoline as
14 a service station, according to the City's definition of a
15 service station, it's not a service station.

16 You look at all the things that you say a
17 service station does, all he does is change oil and put in
18 a battery.

19 MS. KELLY: They also do tire rotation.

20 MR. SCHNARR: I'm sorry?

21 MS. KELLY: They also do tire rotation.

22 MR. SCHNARR: Do you do tires?

23 MR. COIL: Yes, sir, we do tire rotation and
24 fluid exchanges on your --
25 MR. SCHNARR: Okay.

5

1 MR. COIL: -- maintenance.
2 CHAIRMAN MADDEN: Any other questions up here?
3 MR. FARON: Your new landscape, do you have a
4 idea for what the new landscaping might be; any proposals
5 for that?
6 MR. COIL: Right now, no, we don't. When this
7 was brought to my attention -- I just took over this
8 location within the last five months. When I took the
9 location over, the landscaping, as it is -- the way it is
10 right now. When it was brought to my attention, I told
11 Ms. Kelly that we could come to whatever terms needed by
12 the Council to make it right.
13 MR. LANGDON: Sir -- sir, I'm sorry, before you
14 proceed any further, would you step to the microphone --
15 MR. COIL: I'm sorry.
16 MR. LANGDON: -- so we can record your comments.
17 MR. FARON: Have you seen the 1993 plan?
18 MR. COIL: Yes. Where it had the bushes and --
19 MR. FARON: Uh-huh.
20 MR. COIL: -- all along the front, yes.
21 And as I stated before, was that if -- if the
22 requirement was to go back to this specific illustration,
23 we will do so if needed.
24 CHAIRMAN MADDEN: Are you okay with that,
25 Whitney?

6

1 MS. KELLY: Well, we aren't asking for this
2 specific illustration simply because the utilities line

3 here won't allow the trees along -- these trees, but what
4 we are asking is just a similar number of plantings that
5 could be dispersed throughout this area.

6 We kind of want it to match the neighbors. They
7 have lovely grasses and a variety of hard scape and soft
8 scape, so we would just ask for a similar number of
9 plantings, and for it to be internally approved per your
10 direction.

11 MR. COIL: And then one more thing. The only
12 thing that we would ask is, obviously, to make it fit, but
13 because of the new building signage we have up, we have a
14 very low sign on the front corner, so if we put too much
15 landscaping on the front corner, you won't see the signage
16 at all, so we'd have to be careful in the placement of the
17 plants, but other than that --

18 MR. FARON: You talking about this sign to the
19 east there?

20 MR. COIL: Yes. Right here.

21 MR. FARON: So you wouldn't possibly move that;
22 you'd just leave that there? You have some --

23 MR. COIL: Well, right now there are no bushes
24 right there at all. According to the plan, there should
25 be, but they -- those were removed to put the new signage

7
1 in that was approved last year.

2 MR. FARON: And I saw some signage on the
3 building. I assume you wouldn't want any tall landscaping
4 there, you'd keep it --

5 MR. COIL: Correct.

6 MR. FARON: -- low, but pull it back --

7 MR. COIL: But actually those have been

8 replaced. The new ones. The old ones all died, so those
9 have been replaced as it is.

10 MS. KELLY: This in the island up next to the
11 building, those have been replaced.

12 What we're really focusing on is this area right
13 here. There's a tree in this corner and one in this
14 corner, and we could certainly work on the level, moving
15 it to either side.

16 MR. FARON: Yeah, looks like it's been taken
17 out.

18 MS. KELLY: Creating a nice landscape for that
19 area.

20 CHAIRMAN MADDEN: And you'll work with them,
21 right --

22 MS. KELLY: Right.

23 CHAIRMAN MADDEN: -- as long as we approve it?
24 Okay.

25 I think we're all okay with that.

8

1 Anything else?

2 Okay. Is there anybody in the audience?

3 Ms. Susan Harris.

4 Ms. Harris, would you please state your name and
5 address, please.

6 MS. HARRIS: Yeah, Susanne Harris, 143 Nassau
7 Circle, which is directly behind Valvoline.

8 CHAIRMAN MADDEN: Okay.

9 MS. HARRIS: And I am in opposition of the
10 Sunday hours, basically, due to the noise. And it's not
11 just from the operational noise, although that is
12 significant.

13 Anybody standing outside of the building, you
Page 7

14 can hear every conversation that goes on, be it customers
15 or workers on break or workers on lunch hour; every word
16 is audible from my backyard. And sometimes the
17 conversation is rather interesting, it includes Friday
18 night stories and proposed Saturday night stories, and the
19 language is sorted, and not all the time, but -- but it
20 is, it does happen. And it's not conducive to family
21 life.

22 I don't believe that the bay doors, if the
23 building is not air-conditioned, that they could
24 conceivably keep the bay doors closed.

25 And it's not only the bay doors. There's a back

9
1 door down at the under -- the lower level that is also
2 open that you can -- can hear them yelling from the lower
3 level to the upper level during their operational hours
4 so.

5 I do know that the City of Creve Coeur has
6 always had been receptive to our plight, those of us who
7 back up to -- to the city, and with their good neighbor
8 policy, and, hopefully, that you'll consider that again
9 this evening with these operational hours.

10 The -- the noise flows right down the hill. So,
11 and there's nothing there to block it so --

12 CHAIRMAN MADDEN: Okay.

13 MS. HARRIS: -- it's -- the noise is
14 significant. And Saturdays is, you know, acceptable, it's
15 kind of a workday, it's, you know, but Sunday is a family
16 day, and I don't want to listen to that. And I don't want
17 anybody else to have to listen to it, especially the
18 children.

19 CHAIRMAN MADDEN: Thank you very much.

20 MS. HARRIS: Thank you.

21 MR. COIL: Can I add something?

22 CHAIRMAN MADDEN: Yes.

23 MR. COIL: As far as the Sunday goes, I just
24 want to kind of, in line, what we're doing is we know the
25 economy is tough right now. And it's hard on businesses;

10
1 it's hard on employment.

2 By increasing the Sunday hours, not only will we
3 be increasing hours that we can perform as far as having
4 more employees work, we're going to increase the revenue
5 per month, which is also taxable to the City, so that's
6 going to help as far as the City goes.

7 As far as the needs to help reduce the sound,
8 the door that's downstairs can be something that's
9 mandatory to keep closed. It's not something that has to
10 be open, they were just doing it to get an extra breeze,
11 which we can accommodate that.

12 Also on the side of the building, on both sides,
13 there's two 4-foot fences that go down, if needed or
14 requested, if we have to increase it to 8-foot privacy
15 fences to help with the sound, we can do that also.

16 Thank you.

17 CHAIRMAN MADDEN: Well, I would be all for you
18 increasing it to 8 feet.

19 I think that would help your problem a whole lot
20 too.

21 MS. HARRIS: Yeah, I mean I'm five four, so, you
22 know, my voice is going to go over 4-foot fence.

23 CHAIRMAN MADDEN: Mr. Eberhardt.

24 MR. EBERHARDT: I wonder if the staff, City
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25 staff would consider not only maybe higher fencing back

1 there, as was recommended or was suggested by the 11
2 Applicant, but perhaps some sort of planting next to the
3 fence to help absorb the noise as well.

4 MR. COIL: Actually, right now at the back of
5 the property from where our building is, there's about a
6 20 to 30-foot clearance of grass now. Then there's a row
7 of trees as it is now. So there's already 20, 25-foot
8 trees that are between our property and where the
9 residential starts.

10 MR. EBERHARDT: I don't think the trees are
11 going to stop the noise. I'm wondering whether a hedge or
12 some kind of a buffered --

13 MR. COIL: Sure, I understand. The problem is
14 where our property sits, we sit much higher than the
15 level -- the lower level, so those 20, 30-foot trees, at
16 ground level, is more like 10-foot when you're at the
17 property level, if that makes sense. So those trees --
18 you would -- you would have to have a 40-foot fence to be
19 at ground level from where the business is.

20 MR. EBERHARDT: Thank you.

21 MR. FARON: Can I ask --

22 MR. COIL: Sure.

23 MR. FARON: -- your fence sits right up there on
24 the --

25 MR. COIL: I'm sorry?

1 MR. FARON: Your fence sits right up on the 12
2 drive --

3 MR. COIL: Correct.

4 MR. FARON: -- and then there's a considerable
5 dropoff. The doors that grade back to those trees, and
6 then her backyard is sitting back beyond that?

7 MR. COIL: Correct.

8 MR. FARON: Is there any planting up where the
9 fence is or there's no room, correct?

10 MR. COIL: There's just a little shrubbery right
11 out -- you'd have the parking lot, which is on either
12 side, and then there's some landscaping that goes right
13 across, and then there's the 4-foot fence, and there's
14 just little shrubbery right now.

15 MR. FARON: So that 4-foot, you're agreeable to
16 go even higher, yeah.

17 MR. COIL: If need be, we can take that
18 4-foot -- see, there's the 4-foot fence right now.

19 MS. KELLY: And then the dropoff here.

20 MR. COIL: And then these trees and the
21 residential is on this side.

22 MR. FARON: What about further down east or
23 west? I know the other side of the building is a little
24 different, but if you come further this way, would that --

25 MR. COIL: Those trees go from all the way past

1 our business this way and all the way up to the street¹³
2 this way.

3 MR. FARON: But something maybe up on the -- up
4 on the drive closer to the parking, you know, a little bit
5 to the east of that fence, yes.

6 MR. COIL: Oh, you mean this path this way?

7 MR. FARON: Sure, something --

8 MR. COIL: If possible, yeah, we could add more
9 shrubbery or pines, if needed.

10 CHAIRMAN MADDEN: Anything else?

11 MR. LANGDON: Mr. Chair?

12 CHAIRMAN MADDEN: Yes, sir.

13 MR. LANGDON: Couple of observations on trying
14 to mitigate sound.

15 Vegetation actually does a very poor job of
16 mitigating sound. It gives the impression of it. People
17 talk about being quieter when they're behind a line of
18 trees, but if you actually measure the sound level, it's
19 almost exactly the same.

20 It's just the sense that somehow I'm protected
21 by them, so it's quieter, when, in fact, it's not.

22 Fences, wood fences, also have a limited ability
23 to block sound, essentially, because the material's so
24 thin, the fence acts as a resonator and it just propagates
25 the sound out the other side.

1 This is an issue we dealt with with the 14
2 Walgreens down at -- at Graeser and Olive.

3 You really need a solid or a -- a -- a barrier
4 with a dead space within it to really effectively
5 attenuate noise, so while some fencing increase, some
6 planting increase might help a little, it's not going to
7 help a lot.

8 I think the -- the -- in 2003, when this same
9 request was made, this same issue came up then, and really
10 that was what it came down to.

11 You can't really block it unless you're going to
12 require a masonry wall or a berm. Something that's solid
13 like that. A berm, obviously, can't be done. Masonry
14 wall, I think, would be disproportionate to the request.

15 So then it's just, well, you either allow it or
16 you don't.

17 You can take what steps you think are necessary.
18 If you think that a fence is at least a positive step and
19 that's one you're willing to make, then you can certainly,
20 you know, make that part of your -- your recommendation
21 tonight.

22 But I just want it to be clear that you know
23 what I know, which is that simple fences and planting
24 really don't help that much.

25 MR. SCHNARR: A senior privacy fence with

1 alternating pickets in the front and the back does not 15
2 really help that much with sound?

3 MR. LANGDON: Not in reality, no.

4 Again, it has that feeling of it's on the other
5 side, so it helps. You feel quieter, but, in fact, the
6 loud noise still transmits through that fairly easily.

7 Something soft, you know -- you know, the
8 intensity of human voice, it will do a better job, but if
9 you've got a radio or if you've got people yelling or you
10 got an impact wrench running, it's not going to do much.
11 It helps, but not a lot.

12 CHAIRMAN MADDEN: Mr Eberhardt.

13 MR. EBERHARDT: Is the primary problem the noise
14 coming from the lower door or from the big bay doors? I
15 don't understand.

16 MR. LANGDON: The resident can probably speak to
17 that better than we can.

18 MS. HARRIS: It's both. Probably the least is
19 probably the door underneath. I mean that's --

20 MR. EBERHARDT: The least or the more, I'm
Page 13

21 sorry?

22 MR. LANGDON: The least.

23 MS. HARRIS: The least. It's like a regular
24 door, whereas, the bay doors are huge.

25 CHAIRMAN MADDEN: Isn't it one of your

1 conditions that they keep the bay door shut?

16

2 MR. LANGDON: Right, but then that raises -- if
3 it's not an air-conditioned building, I would agree it
4 would be, you know, intolerably hot inside if it's not
5 air-conditioned and have the doors closed.

6 So to have to close the doors and they have to
7 install air-conditioning and -- that adds substantial
8 expense.

9 CHAIRMAN MADDEN: Yeah. Okay.

10 MR. FARON: How feasible is a sound wall for
11 your business?

12 MR. COIL: It's something I have to look into.
13 That's going to be a pretty large expense. Like I said,
14 as far as the landscaping, obviously, that's something we
15 planned on having to do regardless.

16 But replacing a fence out would be irrelevant,
17 but adding a barrier, as he speaks, that's -- that's major
18 construction. So that you're talking about a whole other
19 meeting with you all now to get the new permits and get
20 that kind of work going.

21 And like I said, once again, I understand when
22 it was denied before because of the sound on Sundays, but
23 we're looking at the fact that just increasing the
24 business, helping the community.

25 And our policy is we have to have so many people

17

1 on staff, so right we're -- right off the bat, you're
2 increasing anywhere 24 to 30 hours of employment just one
3 day a week, which revenue wise we're looking at anywhere
4 between 3 to \$10,000 a month, based upon that business we
5 pick up on Sundays, just being able to keep up with our
6 competitor down the street.

7 Also the convenience factor of there's a lot of
8 individuals that just can't get to us during the week
9 cause they're single parents or they got two jobs, and
10 being open on Sundays gives those individuals an
11 opportunity to get their oil changed without putting it
12 off.

13 MR. SCHNARR: Also gives the residents of Creve
14 Coeur an additional opportunity to get their oil changed.

15 MR. COIL: Absolutely.

16 CHAIRMAN MADDEN: What -- what hours are you
17 going to be open on Sunday?

18 MR. COIL: Nine to five.

19 CHAIRMAN MADDEN: And what are your normal hours
20 during the week?

21 MR. COIL: It's eight to seven.

22 CHAIRMAN MADDEN: Would it -- would it kill you
23 to open at 10 a.m. on Sunday?

24 MR. COIL: No. And to be all honest, the reason
25 why we suggested nine to five is because our most busiest

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1 store use nine to five hours. We have stores that go from
2 nine to five, as little as ten to two, but it's based upon
3 flow of traffic and business.

4 This particular location, we've been there on
5 Sundays and do like extra painting or training where we

6 use the inside of the store, and we've had anywhere
7 between two to ten cars pull up because they assume we're
8 open just because we seen cars on the lot, so we figure
9 between the hours of ten to five give us the most
10 flexibility.

11 CHAIRMAN MADDEN: Ms. Harris, would that help
12 you somewhat if we -- if he changed it to opening at
13 10 a.m., so they aren't there so early?

14 MS. HARRIS: Yeah, it'll be an hour less --

15 CHAIRMAN MADDEN: Okay.

16 MS. HARRIS: -- noise.

17 CHAIRMAN MADDEN: Okay.

18 MS. HARRIS: I mean it's still, if you want to
19 be outside and you're listening to it all the time, you
20 know --

21 CHAIRMAN MADDEN: Understand.

22 MS. HARRIS: -- you're going to do it, you're
23 going to do it, but I would at least, even Mr. Langdon,
24 you know, said the fence doesn't help, it can't hurt.

25 MR. LANGDON: Absolutely.

1 MS. HARRIS: So I mean anything is going to make¹⁹
2 it slightly better.

3 MR. COIL: Is it all right if I ask her a
4 question?

5 MS. HARRIS: I mean part of it is people
6 standing out on the driveway there.

7 MR. LANGDON: Ma'am. Ma'am. We really --

8 CHAIRMAN MADDEN: Why don't you come up.

9 MS. HARRIS: Sorry. Yeah, I'm, you know, it's
10 an hour less, so rather than, you know, nine to five, it's

11 ten to five, you know, so the noise is still going to be
12 there. The conversation is still going to be there.

13 Hopefully, the conversation won't be assorted as
14 I've heard in the past. But I mean it's -- it's true. I
15 mean the guys are standing up there, they're telling
16 stories and I get to listen to it and --

17 MR. FARON: Is your primary concern is the
18 conversation, it seems like, beyond anything else?

19 MS. HARRIS: Well, the impact from the tire
20 changes, you know, and -- it's -- it's all of it.

21 MR. FARON: If they were to condition the space,
22 and I guess you could speak with your staff. I mean I
23 have seen people standing out there --

24 MR. COIL: That's what I was just going to ask.

25 MR. FARON: -- and they -- they -- they talk

1 over where the cars are parked, where there's no fence,
2 and no anything there, I mean it's where that open area
3 is. That's why I asked about the landscaping cause they
4 seem to loiter over there. I live --

5 MS. HARRIS: Uh-huh.

6 MR. FARON: -- fairly close, and I see them
7 there at times, and I'm sure that sound travels a bit,
8 but --

9 MR. COIL: Can I -- am I allowed to ask?

10 CHAIRMAN MADDEN: Sure.

11 MR. COIL: So I can't dictate, obviously, I
12 can't be there every single Sunday to say you guys cannot
13 stand here.

14 But if it's a matter of the conversation of
15 sound, I mean I can go in and, you know, set certain rules
16 to where they're only -- now, granted, we can't not allow

17 them because labor laws, certain breaks, smoke breaks,
18 stuff like that, so we have to let them out at some point,
19 but I can dictate how much they can be out there.

20 At the same time, we have the other end of the
21 property where there's a dumpster area, so if it means
22 putting them on the back -- front side of the store, I can
23 do that also. So I have that opportunity to move them
24 around.

25 MS. HARRIS: Yeah, cause that's where you have

1 your car washes and, you know, those are limited, so, you²¹
2 know, that's not so bad cause you know those are going to
3 end.

4 But I mean once this happens, it's forever, and
5 I've been here each time they've come and asked for Sunday
6 hours, so I've been --

7 MR. SCHNARR: Would an 8-foot privacy fence
8 help?

9 MS. HARRIS: Well, I'm not an engineer. Um, it
10 can't hurt.

11 MR. SCHNARR: Right.

12 MS. HARRIS: But I also know that once Sunday
13 hours start, you're not going to, you know, if it's still
14 just as noisy, it's not going to be repealed, so.

15 MR. SCHNARR: Right.

16 MS. HARRIS: So, um, yeah, it can't hurt.
17 Maybe, you know, if there's some sort of, you know, a more
18 solid fence, the 8 feet would definitely help just the
19 conversational. Cause some of it is you can -- I think
20 it's voice, you know, that the person, they're standing
21 higher than the fences, so that comes down. But the high

22 impact wrenches and the yelling from, you know, bay one
23 clear; bay two clear, you know, if you've been there, you
24 know.

25 CHAIRMAN MADDEN: Yeah, got a reality check.

1 MR. SCHNARR: What about solid PVC?

22

2 MR. LANGDON: It probably would work better,
3 certainly --

4 MR. SCHNARR: That's as -- that's as cheap as a
5 cedar fence, I can tell you that.

6 MR. LANGDON: Sure. And it lasts longer.

7 MR. SCHNARR: And you never have to worry about
8 maintaining it.

9 MR. COIL: Well, we were -- if we did it, we
10 were going to put a vinyl -- wouldn't be wood. We would
11 want to put vinyl fence up.

12 MR. SCHNARR: Very good.

13 MR. COIL: An 8-foot vinyl because the wood --
14 just maintenance-free, just --

15 MR. SCHNARR: Yeah, I wouldn't -- maintenance
16 headache.

17 MR. COIL: And I think it would also -- she was
18 talking about the sound is, yes, the employees, and
19 they're 4 foot, but because of our laws, we have to be so
20 far away from the building to smoke, so where they would
21 be at where these conversations are probably being heard,
22 they're not even in front of this fence in the first
23 place, so that's where I can dictate --

24 MS. HARRIS: Yes, there is no fence.

25 MR. COIL: Exactly.

1 MR. FARON: That was my concern.

23

2 MR. COIL: I can dictate where they can and
3 can't go, you know, I can limit it to where one person at
4 a time go smokes a cigarette, therefore, unless they're
5 talking to themselves, so we can dictate that.

6 CHAIRMAN MADDEN: Okay. So it seems like to me,
7 we'll have you open at 10; you'll put in the 8-foot PVC
8 fence. Is that the right way to phrase that? The 8-foot
9 fence; you going to do the -- work the landscaping out
10 with staff, and you're going to tell the guys to stay out
11 front.

12 MR. COIL: Yes, I can dictate that, yes,
13 absolutely.

14 CHAIRMAN MADDEN: Okay.

15 MR. COIL: Now, then like I said, the
16 only concern that I would have is like where you guys
17 brought the address up is, when it gets to the summertime,
18 it's going to get hot with -- I mean it's already 100, 110
19 in that building now, so keeping those doors down to the
20 concern of the impact, we're only averaging about
21 5 percent, so if you're talking ten cars on a Sunday,
22 that's not even a entire rotation a day.

23 CHAIRMAN MADDEN: Yeah, that's what I figured.

24 MS. HARRIS: You can't keep the -- you can't
25 keep the doors closed.

1 CHAIRMAN MADDEN: No. 24

2 MS. HARRIS: I treat workers' comp injuries, you
3 can't afford that.

4 CHAIRMAN MADDEN: Okay. Thank you, Ms. Harris.
5 Paul.

6 MR. LANGDON: As I'm sure you know, the Planning

7 Commission can approve fences over 6 feet in height, but
8 it is a -- it's only the Planning Commission that can,
9 obviously, that's what you're talking about.

10 Since it is a special approval, if you could all
11 be very clear about the extent of that fence, cause an
12 8-foot fence is a big fence, so do you want it to run the
13 full width of the parking area, just where the fence runs
14 now, full width of the lot?

15 CHAIRMAN MADDEN: Okay.

16 MR. FARON: At times it'd be -- well, I've seen
17 people standing way beyond that fence, and that's probably
18 where a lot of that sound comes from when they --

19 MR. COIL: Sure.

20 MR. FARON: -- are over in those parking spaces.

21 MR. COIL: I believe the fence stops close to,
22 I'm guessing, before -- what's your average parking space,
23 8 feet? That fence, I'm almost sure, stops before the
24 parking lot even -- where you park starts.

25 MR. FARON: Right.

1 MR. COIL: So it, in theory, could be extended²⁵
2 another 8 feet past where you would park.

3 MR. FARON: Yeah, it sits on that concrete wall
4 there, right?

5 MR. COIL: Yeah, it's attached to the concrete
6 wall, and then there's drainage that go from the parking
7 lot down there, so we would have to -- it would be
8 interesting, but we can make it work.

9 MR. FARON: I had a question.

10 Ms. Wilson [sic], is your house to the east of
11 that? Would that fence be helpful on that end of the
12 property, or are you to the west of the -- the station?

13 I'm sorry, Ms. Harris.
14 CHAIRMAN MADDEN: Would you please come up.
15 MS. HARRIS: We're straight behind.
16 MR. FARON: Straight behind.
17 That's -- tend to see where people loiter and
18 that sound is coming from over in that --
19 MS. HARRIS: Well, we're on the corner of Park
20 West, which is the side street and --
21 MR. FARON: To the east, yeah.
22 MS. HARRIS: So yes to all of it.
23 MR. FARON: Yeah, to the end of the property.
24 MS. HARRIS: We're east; we're west; we're
25 behind; we are north.

26

1 MR. FARON: I see, yeah.
2 MS. HARRIS: Yeah, that's us.
3 MR. FARON: I think if you don't continue the
4 fence, the sound is just going to -- just -- you could put
5 a tall fence there, but if people walk beyond that to the
6 edge of the property over there, what's going to --
7 MR. LANGDON: You want it to continue --
8 MR. FARON: -- mitigate more.
9 MR. LANGDON: -- to the eastern extent of the
10 parking area?
11 CHAIRMAN MADDEN: Yeah, let's decide where we
12 want to put this.
13 MR. FARON: I mean I don't know how much
14 additional feet. That's probably a couple more parking
15 spaces, so we're talking about 40 feet more.
16 MR. COIL: Now, are we talking about putting the
17 fence on the property line where the trees are or where

18 the existing fence is to the building? Cause if we're
19 talking about the property line, we're talking about
20 increasing the fence the entire list -- the entire length
21 of the property, where right now there's a 4-foot fence to
22 the building, to the parking and from the building to the
23 dumpster.

24 MR. FARON: Right, in the photo there, I was
25 thinking that they would be continuing that -- or where

1 that 8-foot increase would be where the existing fence is²⁷
2 on the east side of the building.

3 MR. COIL: I was suggesting take down the --
4 it's more like three and a half feet, cause it's the
5 old-style picket --

6 MR. FARON: Uh-huh.

7 MR. COIL: -- graveyard-looking fence, if you
8 increase from the building to the dumpster to a 6 -- I
9 guess it's a 6-foot standard with -- okay. So you're
10 talking about 6-foot, and then from here to that parking,
11 where you could extend it from here where it stops to the
12 edge of the parking lot.

13 We couldn't go any further than that because
14 there's already landscaping there, and some point you're
15 going to impede from people driving up and being able to
16 see, you know, other traffic though.

17 MR. FARON: Yeah, I would think if you just
18 increase what you have there now, how do you mitigate
19 sound going around that and where people stand and --

20 MR. COIL: Well, I think that's where, if we
21 increase the fence length here, and then just dictate the
22 fact of who can and can't be out, I mean if it's a matter
23 of the sound, it's just -- I just have to dictate on how

24 many people out at one time. Send one person out at a
25 time. They have one person at the corner. You're talking

1 couple times a day. And at the same time, if it becomes a²⁸
2 issue, I have the contacts, I can get involved, you know,
3 to take care of it.

4 CHAIRMAN MADDEN: Okay. Getting back to Paul's
5 question, so we want --

6 MR. COIL: Oh, I'm sorry.

7 CHAIRMAN MADDEN: Can you leave that up there.

8 So we're going to run the fence from the
9 dumpster to the building, and then on the other end from
10 the building to the end of the parking lot, isn't that
11 what you suggested?

12 MR. COIL: If that's what you're asking, yes.

13 Right now it's going to stop right here where
14 the parking starts.

15 To go past it, I could -- here's where it starts
16 and here's where they park.

17 MS. KELLY: So they propose going -- taking this
18 fence up to 8 feet --

19 MR. HOWARD: Can you move that little bit?

20 MS. KELLY: Oh, sorry.

21 MR. SCHNARR: There we go.

22 MR. FARON: Yeah, I was to continue that past
23 that point, definitely.

24 MR. COIL: All the way down this way past where
25 they park.

1 MR. FARON: Sure, I mean if you just increase²⁹
2 that fence, I don't, you know, with people standing out

3 there, as I've seen before, that conversation that she's
4 concerned about is generally on the edge of that parking
5 and straight down that hill, maybe those trees are doing
6 little, but if you have that opportunity to continue that
7 fence to the end of the -- the parking there.

8 CHAIRMAN MADDEN: So -- Paul.

9 MR. LANGDON: Just so you know, that door,
10 that's a standard commercial door, that's seven and a half
11 feet high, so the fence will actually be 6 inches higher
12 than door, extend from about that point where I'm
13 pointing --

14 MR. SCHNARR: I thought you were going to stop
15 at 6 feet. What happened to that?

16 MR. LANGDON: Well, 6 feet or 8 feet. I mean
17 you can approve 8 feet, but it's up to you all.

18 MR. FARON: The standard, yeah, standard, he was
19 saying 8 at one time, yeah.

20 MR. LANGDON: Right. So whichever. But still
21 you're also talking about a fence that's going to -- if it
22 goes all the way to the eastern limits of the parking,
23 that's into the front yard setback area, which, again,
24 requires you all to make a specific finding that that's
25 what you want.

1 MR. COIL: ³⁰Where if we just replaced the wooden
2 fence with the standard 6-foot fence, that's something
3 that can be done at any time.

4 MR. LANGDON: Frankly, replacing that wood fence
5 with another piece of fence won't accomplish anything.

6 You can see the line of sight straight into the
7 bay. I mean you either, in my mind, from my site planning
8 perspective, you either run a tall fence, whether it's 6

9 or 8 feet, from the edge of the building to the eastern
10 limits of the parking, or don't bother because a partial
11 fence simply won't do anything, and then you're just
12 wasting your money.

13 CHAIRMAN MADDEN: Isn't that what he just --
14 isn't that what we were talking about? He was going to
15 take it all the way to the end of the parking lot.

16 MR. LANGDON: Right, I just want to make sure
17 we're clear that --

18 CHAIRMAN MADDEN: That's what we're doing.

19 MR. LANGDON: That's what we're talking about.

20 CHAIRMAN MADDEN: We're going from the door,
21 essentially, to the end of the parking lot.

22 MR. LANGDON: Right.

23 CHAIRMAN MADDEN: And which is better 6 or 8, in
24 your mind?

25 MR. LANGDON: The --

1 MS. HARRIS: I would request 8 feet.

31

2 MR. LANGDON: I think the larger it is, the
3 better chance it has of accomplishing anything.

4 MS. HARRIS: Right, especially if we have, you
5 know, an expert saying that it's marginal anyway, I mean
6 we're hoping for the best here, so let's not make it
7 6 feet. We've lived 4 feet for I don't know how many
8 years and it hasn't worked so --

9 CHAIRMAN MADDEN: Okay.

10 MS. HARRIS: -- 6 feet could conceivably not do
11 anything either, so let's not mess it up.

12 MR. HOWARD: Mr. Coil, could you explain where
13 the employees congregate.

14 MR. COIL: Would be right down in this corner
15 right down here. Because of the smoking laws that we
16 have, they have to be at least so far from the building
17 so --

18 MR. HOWARD: And is that the only spot on the
19 property where they can congregate? In other words, if
20 there's not enough space on the other side, on the west
21 side of the building?

22 MR. COIL: That's what I'm saying, on the other
23 side of the building where Lenny's is, the other business
24 there --

25 MR. HOWARD: Uh-huh.

1 MR. COIL: -- we have another probably a 12-foot³²
2 run of fence, same fence, and then there's a cemented
3 dumpster corral where I could have them take their breaks
4 and stand on the side of the dumpster corral, so that
5 could eliminate anything over here, period.

6 CHAIRMAN MADDEN: So that's better for you,
7 right, Mrs. Harris? Okay.

8 MR. COIL: Then that would also eliminate having
9 to have a custom made fence at 8 feet, which --

10 MR. HOWARD: Right.

11 MR. COIL: -- I mean you would have to have that
12 custom made, you just can't get an 8-foot fence.

13 MR. HOWARD: Well, an 8-foot fence running all
14 the way down to the end of the parking lot would -- would
15 look massive.

16 MR. COIL: I -- it would.

17 MR. HOWARD: That would -- that would be very
18 unappealing, I would think.

19 MR. COIL: I mean think about it, I'm six four,
Page 27

20 so you're talking about a fence that's a foot and a half
21 taller than me, on top of the foot and a half concrete
22 wall that's already above the driveway.

23 MR. SCHNARR: Just limit your employees to five
24 eight.

25 MR. COIL: Yeah.

33

1 CHAIRMAN MADDEN: Okay.

2 MR. COIL: It would be the white monster, yeah.

3 CHAIRMAN MADDEN: Okay. Let me try to get
4 everything together here now.

5 So now we're looking at a 6-foot fence, vinyl
6 fence, from the door all the way to the end of the
7 property. You're going to do it on the other side from
8 the -- from the edge of your building to the dumpster,
9 right?

10 MR. COIL: It's a -- yes, it's a concrete
11 dumpster corral.

12 CHAIRMAN MADDEN: And you will have your people,
13 from now on when they take their breaks, they will be
14 going out by the dumpster, so they're not near as close to
15 a home as there was before.

16 MR. COIL: Yes.

17 CHAIRMAN MADDEN: You'll also do the
18 landscaping. Get together with the City and do that.

19 MR. COIL: Yes.

20 CHAIRMAN MADDEN: Okay. What else was it?

21 And we'll change the hours from nine to five to
22 ten to five.

23 MR. COIL: Ten to five, okay.

24 MR. LUMLEY: You want the back door closed?

25 MR. COIL: The bottom downstairs, the back door,

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1 will stay shut.

2 CHAIRMAN MADDEN: Okay.

3 MR. LUMLEY: And you're going not require the
4 bays to be closed?

5 MS. KELLY: No.

6 CHAIRMAN MADDEN: No.

7 MS. KRAMER: Not going to require.

8 CHAIRMAN MADDEN: I don't want to be -- I mean
9 that -- people will be getting sick. That -- or worse so.
10 Does everybody agree with those?

11 MR. SCHNARR: Yep.

12 CHAIRMAN MADDEN: Okay.

13 Okay. Is there anybody --

14 MS. HARRIS: Supply earplugs.

15 CHAIRMAN MADDEN: You need to -- is there
16 anybody else who wants to speak on this?

17 Okay. Mr. Caldwell.

18 MR. CALDWELL: Well, I wasn't going to speak,
19 but you just have -- now you -- I said this would happen,
20 and so it's happened.

21 You have a double standard. You're all worried
22 about somebody getting sick in this building, but you put
23 the door closed requirement on the Light Industrial
24 District.

25 So this makes -- it's -- it's an unfair thing.

35

1 And I think if you're going to not have the doors closed
2 here, you need to go back and repeal that requirement on
3 the Light Industrial District.

4 I mean it's ridiculous to say you got to do it

5 in the Light Industrial District where there are no
6 houses, but you don't have to do it here where there is a
7 lady who's concerned about the noise.

8 CHAIRMAN MADDEN: Was that on the --

9 MR. SCHNARR: That's not even part of this, is
10 it?

11 CHAIRMAN MADDEN: Huh?

12 MR. SCHNARR: That's not even part of this.

13 CHAIRMAN MADDEN: Well, wasn't that -- wasn't
14 that air-conditioning?

15 MS. KRAMER: That requirement was different
16 than -- bay doors had more to do with --

17 MR. LUMLEY: We need to speak --

18 CHAIRMAN MADDEN: Yeah, speak in the --

19 MS. KRAMER: If I remember correctly, and I
20 appreciate what you're saying, so I do appreciate it.

21 My recollection was that that issue with the bay
22 door was different, and that it had to do with should
23 there be any work because that actually wasn't even for
24 auto repair.

25 MR. HOWARD: Internet sales. Is that the

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1 internet sales, the cars --

2 MS. KRAMER: That was the cars, right.

3 MR. HOWARD: Car dealership that was --

4 MS. KRAMER: Right.

5 MR. HOWARD: -- internet only or --

6 MS. KRAMER: So -- so I just -- it seemed that
7 there was a very --

8 MR. HOWARD: By appointment.

9 MS. KRAMER: -- different discussion, but I,

10 again, appreciate what you're saying, and I think it's
11 important to be vigilant about double standards, so I
12 respectfully say that.

13 I would also like to make one other statement.

14 I just wanted to thank both Mrs. Harris and
15 Mr. Coil. I think that, you know, it is true in a
16 challenging economy, and I think that someone who, you
17 know, we find that more and more people do access things
18 over weekends, and so I really appreciate the spirit that
19 you both come in to try to work this out. And so I hope
20 that that continues past this meeting as well.

21 MR. CALDWELL: I don't see the difference that
22 you're talking about. They're working on cars, right?

23 And you're talking about, well, that they might
24 be using impact wrenches and working on these cars in the
25 Light Industrial District. Might be noise from the

1 employees yelling or -- it's the same darn thing.

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2 MS. KRAMER: No, actually that particular
3 discussion was there was not to be bodywork done in that
4 area.

5 There was a difference.

6 MR. CALDWELL: But -- but bodywork is an
7 approved use in the Light Industrial District.

8 MS. KRAMER: Okay.

9 MR. CALDWELL: And you set up a rule that you
10 can't have the doors open in the Light Industrial
11 District.

12 MR. LANGDON: Mr. Chair?

13 CHAIRMAN MADDEN: Yeah. Mr. Langdon.

14 MR. LANGDON: As liaison to the Council, let me
15 share with you the discussion that took place at the first

16 meeting on the used car sales at the Council.

17 Questions were raised specifically about what
18 level of service might be done, the same as you all
19 discussed.

20 Specific examples were cited as to, well, what
21 noise would we be trying to screen by closing the doors,
22 and impact wrenches were specifically mentioned.

23 So Mr. Caldwell is correct that in the Councils'
24 mind were ultimately the ordinance will ultimately be
25 accepted or declined, it was the same kind of service

1 that -- that they agreed with you all, should be screened ³⁸
2 with closed doors.

3 The extent, we don't know. Depends on each
4 business, and whether or not a building is air-conditioned
5 or not, we don't know.

6 The particular applicant that was before you in
7 that case does have an air-conditioned building, but
8 that's not to say that they all will.

9 MR. SCHNARR: But Item No. 16 in your draft
10 ordinance says "Service bay doors shall remain closed
11 while service is underway."

12 MR. LANGDON: Correct. As Ms. Whitney said --

13 MR. SCHNARR: So this is a moot point. I don't
14 understand what we're arguing about.

15 MR. LANGDON: Well, as Ms. Whitney said, we are
16 trying to be consistent with the discussion the last time,
17 which the draft ordinance is.

18 The Applicant has said, and even the homeowner
19 beside, has said they don't believe the doors can be left
20 closed.

21 If you all want to back away from that
 22 requirement, you can make that change to the draft
 23 ordinance, but as Mr. Caldwell has pointed out, that would
 24 be inconsistent with the discussion on the used car sales.
 25 CHAIRMAN MADDEN: Mr. Coil.

1 I've been to yours, and I've been to your 39
 2 competitor, and when -- and maybe it's the time of the
 3 year I go, cause I don't go there all the time, they close
 4 the doors when I bring my car in, both the front and the
 5 back. You don't do that at all or --

6 MR. COIL: If it's below 45 degrees we will,
 7 just because we do have gas heaters, but if it's not cold
 8 enough to turn the heat on, we keep the doors open.

9 CHAIRMAN MADDEN: So 45 degrees the magical
 10 number? Okay. Thank you.

11 MR. COIL: Give or take, yeah.

12 CHAIRMAN MADDEN: Yeah.

13 MR. EBERHARDT: I have a question.

14 CHAIRMAN MADDEN: Mr. Eberhardt.

15 MR. EBERHARDT: At the risk of making this much
 16 more difficult and maybe hard to enforce, it seems to me
 17 that the doors being open in that facility have to do with
 18 the heat, how hot it is outside, as opposed to anything
 19 else.

20 And is it possible that we could say that the
 21 doors could remain open except when there's a tire change
 22 going on if the temperature is exceed -- on the exterior
 23 temperature exceeds -- pick a number -- 80 degrees, 90
 24 degrees, something, so that it's only permitted to be open
 25 when it's so hot that it would be dangerous for the people

1 inside, and perhaps it had to be closed when the noise was
2 going on with regard to tire rotation?

3 MR. COIL: Sure. I think the challenge that I
4 have is you're going to have employees stopping what
5 they're doing and helping the customers; open telecast to
6 see what the temperature is outside.

7 If it comes down to the issue, I would rather
8 have to go to my president and say, I won't do tire
9 rotation on Sunday to open up Sunday. I would alter my
10 business, if I had to, to avoid all this because that's
11 going to be -- that's going to be a big impact on the
12 store to have to stop helping the customer.

13 Well, the other issue is someone comes in and
14 specifically asks for that, I can't do that today because
15 I got to shut my doors. Kind of goes away from why we're
16 there in the first place.

17 But I mean if that's the requirement to where
18 shutting the doors, keeping the doors open, sound, fencing
19 all because of an impact gun, like I said I'm the AM I
20 can, you know, Sundays, I shouldn't have to, but if that's
21 what's going to be required to avoid this.

22 CHAIRMAN MADDEN: And you said you probably
23 don't do many tire rotations.

24 MR. COIL: The highest volume store out of 286
25 stores averages 8 percent, and that's on 1,000 -- that's

1 1,000, 1200 cars a month, so you're talking in a week, 20,
2 22 rotations between Monday and Saturday, so at best on a
3 good Sunday you're going to do two.

4 CHAIRMAN MADDEN: That would be a good Sunday.

5 MR. COIL: That's a very good Sunday.

6 CHAIRMAN MADDEN: Okay. Ms. Harris.

7 MS. HARRIS: Well, I'd had also like to mention
8 that, you know, when you're out in the yard, you're not
9 generally out in the yard listening to all this if the
10 temperature -- during the winter months. It's during the
11 spring, summer and fall that you're out in the yard. And
12 that's, obviously, when they're going to have the doors
13 open, and so, yeah, if you want to limit and -- and, you
14 know, you've already taken my fence from 8 feet to 6 feet,
15 so I don't see a problem with limiting to the no tire
16 rotations or changes on Sunday.

17 That sounds like a pretty decent compromise.

18 CHAIRMAN MADDEN: Thank you.

19 MS. HARRIS: Thank you.

20 MR. COIL: I guess the last thing I would add to
21 that, is, and like I said if it requires the fact of not
22 doing tire rotation, if that's what we got to do, that's
23 what we got to do. But at the same time, we're doing tire
24 rotation at seven o'clock on a school night, Monday
25 through Friday, so it kind of goes both ways.

1 MR. CALDWELL: It's a public meeting, you're ⁴²
2 supposed to speak into the microphone.

3 CHAIRMAN MADDEN: He was asking me what -- he
4 was asking me what -- about the doors, and I said I think
5 they're east and west, the doors that they're going to --
6 right, that go up and down that the cars come into.
7 That's what he was asking me, so --

8 MR. CALDWELL: Okay.

9 CHAIRMAN MADDEN: Well, does anybody have any
10 ideas here what we --

11 We better enter the --

12 MR. LUMLEY: I offer the following exhibits into
13 this public hearing record: Documentation in possession
14 of the City Clerk reflecting the notice that was provided
15 to the public regarding the hearing; of the staff's report
16 that's been presented this evening; the City's Code of
17 Ordinances and Charter; the City Comprehensive Plan and
18 public file regarding this application.

19 CHAIRMAN MADDEN: Okay. The meeting -- or the
20 public hearing is officially closed.

21 (The public hearing ended.)
22
23
24
25

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1 STATE OF MISSOURI)
2) SS
3 COUNTY OF ST. LOUIS)
4

5 I, Deborah K. McLaughlin, Registered Professional
6 Reporter, Missouri Certified Court Reporter, Illinois
7 Certified Shorthand Reporter and Kansas Certified Court
8 Reporter, do hereby certify that I reported the Planning
9 and Zoning Public Hearing stenographically and later
10 reduced to typewriting; and that this is a true and
11 accurate transcript of the public hearing.
12
13

14 _____, RPR, MO-CCR, IL-CSR, KS-CCR

15 Deborah K. McLaughlin, RPR, MO-CCR, IL-CSR, KS-CCR
16

PZ 110711. txt

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AN ORDINANCE TO RECONSIDER AND REPEAL ORDINANCE #5228 AND ENACT A NEW ORDINANCE AMENDING CHAPTER 405, THE ZONING ORDINANCE, OF THE CODE OF ORDINANCES OF THE CITY OF CREVE COEUR, MISSOURI, BY ADDING MOTOR VEHICLE DEALERS, NEW AND USED, AND USED ONLY, AS A CONDITIONAL USE IN "LI" LIGHT INDUSTRIAL ZONING DISTRICT, AND ESTABLISHING CONDITIONS FOR SUCH USE.

WHEREAS, Chapter 405 does not currently permit used only motor vehicle dealers within any zoning district; and,

WHEREAS, Powell Kalish, of the Hilliker Corporation, representing Mach Distributors owner of 10665 Baur Blvd, has submitted a request to consider certain amendments to Section 405.380(C) Conditional Uses to allow Used Only Motor Vehicle Dealers in the "LI" Light Industrial District.; and,

WHEREAS, the Planning and Zoning Commission of the City of Creve Coeur, Missouri has recognized the need for an addition to the provisions of the City Code of Ordinances and related amendments to other sections as set forth herein, to more effectively implement the goals of the Comprehensive Plan and the purposes of the Zoning Code; and,

WHEREAS, the Planning and Zoning Commission of the City of Creve Coeur, Missouri, held a public hearing thereon at the Creve Coeur Government Center on Monday, October 3, 2011, beginning at 7:00 p.m., or immediately following the close of the previous public hearing; and,

WHEREAS, the Planning and Zoning Commission reviewed and, by a vote of 5-0 recommended approval of the subject amendments at its meeting on Monday, October 3, 2011; and,

WHEREAS, notice of said public hearing had previously been published at least 15 days prior to the hearing in the St. Louis Countian, a newspaper of general circulation in the City of Creve Coeur and otherwise posted and published in accordance with the Zoning Ordinance; and,

WHEREAS, all persons who presented themselves at said meeting and desiring to be heard were given an opportunity to be heard and a copy of the proposed ordinance has been made available for public inspection prior to its consideration by the City Council; and the Bill was read by title in open meeting two times before final passage by the City Council; and,

WHEREAS, the City Council approved Ordinance #5228 on October 24, 2011, to allow Motor Vehicle Dealers, New and Used, and Used Only, as a conditional use in the "LI" Light Industrial zoning district, subject to certain requirements; and,

WHEREAS, Mr. David Caldwell, the owner of property in the "LI" Light Industrial district at 1248 Andes Boulevard, requested reconsideration of Ordinance #5228 at the City Council's subsequent meeting on November 14, 2011; and,

WHEREAS, the City Council voted on November 14, 2011, to reconsider Ordinance #5228 and then voted to continue the discussion on November 28, 2011; and,

WHEREAS, the City Council has decided to repeal Ordinance #5228 and enact a new ordinance in lieu thereof; and,

WHEREAS, the City Council being fully informed finds that amending the City Code of Ordinances would be in harmony with and bear a substantial relation to the public welfare, health, safety, comfort and convenience of the citizens of the City of Creve Coeur and in the public interest.

NOW, THEREFORE, be it ordained by the City Council of the City of Creve Coeur, Missouri as follows:

SECTION 1: Ordinance #5228 is hereby repealed and all amendments included therein shall be replaced by the amendments contained in this ordinance.

SECTION 2: Section 405.380 (C)(2) shall be amended to include Motor Vehicle Dealers, Used Only, to the Conditional Uses within the "LI" Light Industrial District, as follows:

Section 405.380 "LI" Light Industrial District

C. Conditional Uses.

2. Automotive dealers including only the following: Motor Vehicle, New and Used, and Used Only, and Motorcycle Dealers (all uses within SIC Codes 551, 552, and 557), subject to provision of Section 405.470

SECTION 3: Section 405.470, *Conditional Uses* of Chapter 405, The Zoning Ordinance, of the City of Creve Coeur's Code of Ordinances shall be amended by deleting paragraph 12, Motor Vehicle Dealers, New and Used, Used Only, and Motorcycle Dealers, and adopting a new paragraph 12, Motor Vehicle Dealers, New and Used, Used Only, and Motorcycle Dealers in the "LI" Light Industrial District, in lieu thereof, as follows:

Section 405.470 Conditional Uses

12. Motor Vehicle, New and Used, Used Only, and Motorcycle Dealers --SIC Codes 551, 552, and 557 (conditional use in the "LI" District).
 - a. *Indoor operations only.* All business operations (including but not limited to vehicle service, cleaning and storage) will take place indoors, and at no time will any vehicle that is on the premises for sale or service be

parked or displayed outdoors. This shall not be interpreted to require service bay doors to be closed except as may be required by an approved conditional use permit.

- b. *Site Size.* Shall be located on lots of not less than one (1) acre.
- c. ~~*Service bays.* Service bay doors shall not face residentially zoned property and shall not remain open while service, repair or restoration work is underway.~~
- c. *Trash disposal and storage.* All used tires and parts, trash and similar objects shall be stored and fully screened from view of the public right-of-way.

SECTION 4: All ordinances in conflict with this ordinance are hereby repealed to the extent of the conflict.

SECTION 5: This ordinance shall become effective in accordance with Section 3.11 (g) of the City Charter.

ADOPTED THIS ____ DAY OF _____, 2011.

TARA NEALEY
PRESIDENT OF CITY COUNCIL

APPROVED THIS ____ DAY OF _____, 2011.

HAROLD DIELMANN
MAYOR

ATTEST:

DEBORAH RYAN, MRCC
CITY CLERK

AN ORDINANCE TO AMEND CHAPTER 405, THE ZONING ORDINANCE, OF THE CODE OF ORDINANCES OF THE CITY OF CREVE COEUR, MISSOURI, BY ADDING MOTOR VEHICLE DEALERS, NEW AND USED, AND USED ONLY, AS A CONDITIONAL USE IN "LI" LIGHT INDUSTRIAL ZONING DISTRICT, AND ESTABLISHING CONDITIONS FOR SUCH USE.

WHEREAS, Chapter 405 does not currently permit used only motor vehicle dealers within any zoning district; and,

WHEREAS, Powell Kalish, of the Hilliker Corporation, representing Mach Distributors owner of 10665 Baur Blvd, has submitted a request to consider certain amendments to Section 405.380(C) Conditional Uses to allow Used Only Motor Vehicle Dealers in the "LI" Light Industrial District.; and,

WHEREAS, the Planning and Zoning Commission of the City of Creve Coeur, Missouri has recognized the need for an addition to the provisions of the City Code of Ordinances and related amendments to other sections as set forth herein, to more effectively implement the goals of the Comprehensive Plan and the purposes of the Zoning Code; and,

WHEREAS, the Planning and Zoning Commission of the City of Creve Coeur, Missouri, held a public hearing thereon at the Creve Coeur Government Center on Monday, October 3, 2011, beginning at 7:00 p.m., or immediately following the close of the previous public hearing; and,

WHEREAS, the Planning and Zoning Commission reviewed and, by a vote of 5-0 recommended approval of the subject amendments at its meeting on Monday, October 3, 2011; and,

WHEREAS, notice of said public hearing had previously been published at least 15 days prior to the hearing in the St. Louis Countian, a newspaper of general circulation in the City of Creve Coeur and otherwise posted and published in accordance with the Zoning Ordinance; and,

WHEREAS, all persons who presented themselves at said meeting and desiring to be heard were given an opportunity to be heard and a copy of the proposed ordinance has been made available for public inspection prior to its consideration by the City Council; and this Bill having been read by title in open meeting two times before final passage by the City Council; and,

WHEREAS, the City Council being fully informed finds that amending the City Code of Ordinances would be in harmony with and bear a substantial relation to the public welfare, health, safety, comfort and convenience of the citizens of the City of Creve Coeur and in the public interest.

NOW, THEREFORE, be it ordained by the City Council of the City of Creve Coeur, Missouri as follows:

SECTION 1: Section 405.380 (C)(2) shall be amended to include Motor Vehicle Dealers, Used Only, to the Conditional Uses within the "LI" Light Industrial District, as follows:

Section 405.380 "LI" Light Industrial District

- C. Conditional Uses.
2. Automotive dealers including only the following: Motor Vehicle, New and Used, and Used Only, and Motorcycle Dealers (all uses within SIC Codes 551, 552, and 557), subject to provision of Section 405.470

SECTION 2: Section 405.470, *Conditional Uses* of Chapter 405, The Zoning Ordinance, of the City of Creve Coeur's Code of Ordinances shall be amended to include new paragraph 12, Motor Vehicle Dealers, New and Used, Used Only, and Motorcycle Dealers in the "LI" Light Industrial District, as follows, and all subsequent sections renumbered accordingly:

Section 405.470 Conditional Uses

12. Motor Vehicle, New and Used, Used Only, and Motorcycle Dealers --SIC Codes 551, 552, and 557 (conditional use in the "LI" District).
a. Indoor operations only. All business operations (including but not limited to vehicle service, cleaning and storage) will take place indoors, and at no time will any vehicle that is on the premises for sale or service be parked or displayed outdoors.
b. Site Size. Shall be located on lots of not less than one (1) acre.
c. Service bays. Service bay doors shall not face residentially zoned property and shall not remain open while service, repair or restoration work is underway.
d. Trash disposal and storage. All used tires and parts, trash and similar objects shall be stored and fully screened from view of the public right of way.

SECTION 3: All ordinances in conflict with this ordinance are hereby repealed to the extent of the conflict.

SECTION 4: This ordinance shall become effective in accordance with Section 3.11 (g) of the City Charter.

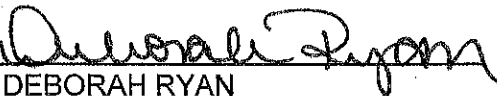
ADOPTED THIS 24 DAY OF October, 2011.


TARA NEALEY
PRESIDENT OF CITY COUNCIL

APPROVED THIS 24 DAY OF October, 2011.


HAROLD DIELMANN
MAYOR

ATTEST:


DEBORAH RYAN
CITY CLERK



city of CREVE COEUR

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MEMORANDUM

To: Honorable Mayor and City Council
City Administrator

From: Paul Langdon, Director of Community Development

Subject: Reconsideration of Ordinance #5228 for New and Used Vehicle Dealers in "LI" Light Industrial Zoning District

Meeting Date: November 28, 2011

Powell Kalish, of the Hilliker Corporation, representing Mach Distributors owner of 10665 Baur Blvd, submitted a request to consider certain amendments to Section 405.380(C) Conditional Uses to allow Used Only Motor Vehicle Dealers in the "LI" Light Industrial District, with no outdoor storage or display of vehicles. On October 24, 2011, the City Council approved Ordinance #5228, authorizing the sale of new and/or used vehicles in the "LI" district as conditional uses. Along with allowing the conditional uses, the City Council accepted several recommended criteria from the Planning and Zoning Commission, including the following requirement:

- c. *Service bays.* Service bay doors shall not face residentially zoned property and shall not remain open while service, repair or restoration work is underway.

Prior to approval, a property owner in the "LI" district expressed his opinion that there was no need to require service bay doors to be kept closed and that if the requirement stood, it could become the precedent for similar requirements on other uses in the "LI" district; a situation he believed to be unacceptable. He further stated that other uses in the district were already generating as much or more noise without such restriction.

The original staff report did not suggest this requirement in recognition of the conditional nature of the uses wherein a site specific concern could be addressed through the conditional use permit. The majority of the Planning Commission, however, believed that the noise concern would always be present and, as such, the control should always be in place. Upon the question by the Council, the staff clarified that if a problem has been identified, it seemed appropriate to take measures to address it, even if a perfect solution was not at hand. Ultimately, it was the Council's final decision to adopt the requirement.

At the subsequent meeting of the Planning and Zoning Commission, an amendment to the conditional use permit (CUP) for the existing Valvoline Instant Oil Change on Olive Boulevard was heard to allow Sunday business hours. During the public hearing, a nearby resident expressed a concern about the noise from the business, including the use of pneumatic tools in the service bays. This prompted the Commission to once again consider the need to close service bay doors when work is underway. In the particular case of the Valvoline, the building

does not have air conditioning in the service area and closing the doors in the summer would be unacceptable from a workplace safety perspective. Given the small size of the business, the fact that it pre-exists, and the limited use of the pneumatic tools, the Planning Commission recommended that the bay doors only be closed when the tools are in use on Sunday. The same owner of property in the "LI" district who spoke on the used vehicle sales issue, voice his concerns again and added his belief that a variety of properties in the "LI" district were also without air conditioning in their work areas and so would face the same difficulty as the Valvoline store. He then indicated his intention to request a reconsideration of Ordinance #5228. On November 14th, the City Council voted to support the request for reconsideration.

The meeting on November 28th will provide the City Council with the opportunity to consider both requests (used vehicle sales in the "LI" district and the Valvoline amendment). If the Council believes that Ordinance #5228 is closely tailored to a concern that open vehicle service bays cause noise impacts, then it is certainly reasonable to adopt a means of addressing that concern. Doing so may lead to future vehicle dealers in the "LI" district needing to install air conditioning systems where none exist today. However, and as just illustrated by the Valvoline discussion, the use can only be approved with a CUP and, as such, the Commission and Council will always have the opportunity to address noise concerns in concert with the circumstances specific to the application at hand.

It should be pointed out that the Council's final decision on Ordinance #5228 does not necessarily obligate a particular outcome in the Valvoline application since the Valvoline store is already governed by a CUP and it is the very nature of these permits to establish conditions that are tailored to the issues and concerns of the particular location. If the two decisions are ultimately different in nature, staff does recommend that the Council members clearly articulate why they believe the conditions need to be handled differently.

To assist in the discussion, staff have provided a draft ordinance that could replace Ordinance #5228 and does not contain the requirement cited above. Staff will be available to answer any questions the Council members may have regarding the draft ordinance or the prior discussions.



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APPLICATION TO PLANNING AND ZONING COMMISSION

#11-026 TEXT AMENDMENT ALLOWING USED ONLY MOTOR VEHICLE DEALERS AS A CONDITIONAL USE WITH NO OUTDOOR STORAGE OR DISPLAY IN THE "LI" LIGHT INDUSTRIAL ZONING DISTRICT

FOR THE MEETING OF: October 3, 2011

LOCATION: "LI" Light Industrial District

REQUEST:

Powell Kalish, of the Hilliker Corporation, representing Mach Distributors, owner of 10665 Baur Blvd, has submitted a request to consider certain amendments to Section 405.380(C) Conditional Uses to allow for Used Only Motor Vehicle Dealers in the "LI" Light Industrial District, provided all business operations will take place indoors, and at no time will vehicles be parked or stored outdoors.

ADDITIONAL INFORMATION:

The property owner has a potential tenant, Sherman Auto Sales, Inc., that would offer for sale classic vehicles that would only be stored inside the building and would be viewed by appointment only. Currently, Section 405.380(C) permits only motorcycle dealers in the "LI" District with conditions.

Key Issues:

- Does the request integrate with existing permitted and conditional uses?
- Does this request further the goals and/or implement the Comprehensive Plan?
- Is this a reasonable exercise of zoning authority?

Comp. Plan References

- NA

Zoning Code References

- Section 405.380: "LI" Light Industrial District
- Section 405.470 Conditional Uses

APPLICANT: Robert Mach
Mach Distributors
10665 Baur Blvd
Creve Coeur, MO 63141

**APPLICANT'S
REPRESENTATIVE:**

Powell Kalish
Hilliker Corporation
2001 S. Hanley Road, Suite
300
Saint Louis, MO 63144

REPORT PREPARED BY:


Whitney Kelly, AICP
City Planner

9/29/2011
Date

ATTACHMENTS: Draft Ordinance
Applicant's revised application submitted September 12, 2011

INTRODUCTION

Powell Kalish, of the Hilliker Corporation, representing Mach Distributors, owner of 10665 Baur Blvd, has submitted a request to consider certain amendments to Section 405.380(C) Conditional Uses to allow Used Only Motor Vehicle Dealers in the "LI" Light Industrial District. Current regulations only permit with conditions motorcycle dealers in the "LI" District. A potential tenant, Sherman Auto Sales, Inc., of the building would offer for sale classic cars and classic car memorabilia that would only be stored inside the building and would be viewed by appointment only. Therefore, the applicant has proposed language to allow for used only auto dealers as a conditional use with the provision that all business operations will take place indoors, and at no time will vehicles be parked or stored outdoors.

DISCUSSION

The applicant has proposed adding Used Only Motor Vehicle Dealers to the list of Conditional Uses in the "LI" District that would stipulate that all business operations will take place indoors, and at no time will vehicles be parked or stored outdoors.

Generally, automotive sales are a conditional use within the City of Creve Coeur, with the sale of used vehicles only permitted in conjunction with new vehicles (unless a motor vehicle dealer, whose new vehicle franchise has been terminated, may continue all other services performed by the dealer for a period of 3 years). Section 405.470 Conditional Uses provides further requirements for conditional uses, but approval of a permit is not limited to those listed, and could include specific conditions to the site, structure, and/or operation of the business. Below are the conditions for Automotive Dealers in Section 405.470.

Section 405.470 Conditional Uses

11. Automotive dealers--SIC Code 551 (conditional use in the "GC" and "CB" districts).
 - a. Site size. Shall be located on lots of not less than one (1) acre.
 - b. Service bays. Service bays shall be limited to one (1) per five thousand (5,000) square feet of land area. All service bays shall be contained entirely within the building. Service bay doors shall not face residentially zoned property ("A", "B", "C", "D", "AR" or "MR").
 - c. Trash disposal and storage. All used tires and parts, trash and similar objects shall be stored within a solid brick or concrete enclosure in the rear half or, in the case of corner sites, the rear quarter of the site.

However, within the "LI" District, automotive dealers were further limited to only motorcycle dealers as a conditional use, as follows:

Section 405.380 "LI" Light Industrial District

C. Conditional Uses.

2. Automotive dealers including only motorcycle dealers (all uses within SIC Code 557).

Compared to Permitted Uses throughout the City, which are often familiar and part of the culture of the community, such as retail or office uses, the City requires conditional use permits for those entities that have known issues, where violations often occur, and/or the City has less experience in the regulation of the use. The Conditional Use process provides the Planning and Zoning

Commission and City Council an extra level of protection from anticipated site and operating problems, and provides a greater level of oversight for the City.

The City has also had a long standing restriction against used only vehicle sales, as this was not seen as fitting the character of the community. While the proposed use does not function in a manner similar to a typical used car lot. For example, the business will not be trying to grab the attention of the average passer-by with signs and other attention getting devices; it also does not prefer the outdoor storage of vehicles. Nonetheless it still falls within the same category use of a used only motor vehicle dealer. Instead a "classic car" dealer functions in much the same way as other specialty retail use that offers large items (such as piano stores). While the proposed tenant states that they intend that all activity will be occurring inside an existing structure, this does represent a new use for the City and a new use for a building that could have greater impacts on the surrounding area, than a general permitted use (i.e. outdoor storage of damaged or in-operable vehicles, unloading, washing and cleaning, service and repair, and painting of vehicles).

Regarding the term "classic car", it is used to describe an older car, but the exact meaning is subject to differences in opinion, and can be used for all used vehicles. Therefore, Staff recommends that the City simply allow Used Only Motor Vehicle Dealers in the "LI" District as a conditional use, subject to the given conditions recommended for Section 405.470 shown in the attached draft ordinance.

If the members of the Planning and Zoning Commission wish to consider allowing this use with the conditions that all storage, maintenance, and cleaning of vehicles, and all business activities occur indoor only as a "*permitted*" use, they should vote on a motion to amend the attached draft ordinance accordingly, before voting on a recommendation for the entire draft ordinance.

CONCLUSION AND ACTION

A conditional use permit would hold the dealer responsible to the conditions outlined in the permit and provide further protection for the City. Therefore, Staff recommends that Used Only Motor Vehicle Dealers be included as a Conditional Use for the "LI" District only.

MOTION

If the Planning Commission has chosen to accept the draft ordinance as written, the following would be a suitable motion for this application:

"I move to recommend approval of a text amendment to include Used Only Motor Vehicle Dealers (SIC 552), where all business operations will take place indoors, and at no time will vehicles be parked or stored outdoors as a Conditional Use within the "LI" Light Industrial District as described in the staff report on application #11-026, dated September 29, 2011."

APPENDIX 1: COMPREHENSIVE PLAN

Included and attached by reference. See body of report for specific excerpts.

APPENDIX 2: ZONING CODE

Included and attached by reference. See body of report for specific excerpts.



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MEMO TO CITY ADMINISTRATOR

Meeting Date: October 10, 2011

Subject: Revised Draft Ordinance for Auto Dealers in "LI" Light Industrial District

Memo Prepared by: Whitney Kelly, AICP
City Planner

Powell Kalish, of the Hilliker Corporation, representing Mach Distributors owner of 10665 Baur Blvd, has submitted a request to consider certain amendments to Section 405.380(C) Conditional Uses to allow Used Only Motor Vehicle Dealers in the "LI" Light Industrial District, with no outdoor storage or display of vehicles.

Chapter 405 does not currently permit Used Only Motor Vehicle Dealers (SIC 552) within any zoning district, only New and Used Motor Vehicle Dealers (SIC 551) in the "GC" General Commercial and "CB" Core Business, and only motorcycle dealers (SIC 557) in the "LI" Light Industrial Districts, as Conditional Uses.

During the Planning and Zoning Commission meeting on Monday, October 3, 2011, the Commission Members recommended also including new vehicles sales, to the requested amendment as a conditional use in the "LI" District, as long as all business operations (including but not limited to vehicle service, cleaning and storage). The Commission also recommended including the same 1 acre minimum lot size already required in the "GC" and "CB" zoning districts. The revised draft ordinance under consideration by the City Council includes these changes as well as clarifying the conditions for Section 405.470 Conditional Uses for the uses in the "LI" District.

Staff will be available to answer any questions the Council Members may have regarding the changes.

File # _____



city of CREVE COEUR

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PLANNING AND ZONING COMMISSION AGENDA APPLICATION TEXT AMENDMENT

PLEASE COMPLETE FRONT AND BACK PAGES

Applicant: Robert Mach <i>Name</i> Mach Distributors <i>Company (If Applicable)</i> 10865 Baur Blvd. <i>Address</i> Saint Louis, MO 63132-1612 <i>Address</i> Telephone #314-993-4560 Fax #314-993-0512 Email: machdistributors@brick.net	Applicant's Representative (if applicable): Powell Kalish <i>Name</i> Hilliker Corporation <i>Company (If Applicable)</i> 2001 S. Hanley Road - Suite 300 <i>Address</i> Saint Louis, MO 63144 <i>Address</i> Telephone #314-781-0001 Fax #314-781-1159 Email: pkalish@hillikercorp.com
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Applicant's Status (Indicate one):

____ City Official (Mayor, City Councilor, Planning Commissioner, Zoning Administrator)
☒ Private Party (Financial, contractual, or proprietary interest)
 ____ Other Governmental Interest (Jurisdiction: _____)

The undersigned hereby requests to be placed on the Agenda for the Planning and Zoning Commission meeting at 7:00 P.M. on Monday, ~~September 12~~ Oct. 3, 2011.

Robert Mach
Applicant's Signature
9/2/11
Date

Powell Kalish
Applicant's Representative's Signature
9/2/11
Date

RECEIVED
 SEP 12 2011
 PLANNING DEPT.

File # _____

Description of Request (attach additional sheets as needed): _____

The wholesale of classic cars and classic car memorabilia remotely, via the internet, and by appointment only to collectors, corporations, set designers, corporate advertisers, and advertising firms. All business operations will take place indoors, and at no time will vehicles be parked or stored outdoors.

Affected Section(s) of the Zoning or Subdivision Code: _____

Light Industrial.

Proposed Ordinance Language (attach additional sheets as needed): _____

Amend the list of conditional uses in the "Light Industrial" zoning district to include Used-Only Automotive Sales.

Office Use Only

____ Proposed Ordinance Language

____ Fees Paid

____ Written Justification

Received By: _____

Date: _____

Paul Langdon, Director of Community Development
Whitney Kelly, City Planner
Julie Lowery, Admin. Assistant (872-2501)

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PLANNING DEPT.

Revised: 9/11



**CITY OF CREVE COEUR - MINUTES
PLANNING AND ZONING COMMISSION MEETING
MONDAY, OCTOBER 3, 2011
7:00 P.M.**

A public hearing and regular meeting of the Planning and Zoning Commission of the City of Creve Coeur, Missouri was held on Monday, October 3, 2011, at the Creve Coeur Government Center, 300 North New Ballas Road. Chair Tim Madden called the meeting to order at 7:00 p.m.

MEMBERS PRESENT: *Mr. Timothy Madden, Chair*
 Mr. Gary Eberhardt
 Mr. James Faron
 Ms. Cynthia Kramer
 Dr. Michael Barton

OTHERS PRESENT: *Mr. Carl Lumley, City Attorney*
 Mr. Paul Langdon, Director of Community Development
 Ms. Whitney Kelly, City Planner
 Ms. Julie Lowery, Recording Secretary

2. NEW BUSINESS

- A. Application #11-026: Text Amendment allowing Used Only Auto Sales with no outdoor storage as a Conditional Use in the “LI” Light Industrial Zoning District.**

Applicant/Agent: Robert Mach
 Mach Distributors
 10665 Baur Blvd
 Creve Coeur, MO 63141

Applicant’s Representative:
 Powell Kalish
 Hilliker Corporation
 2001 S Hanley Road, Suite 300
 Saint Louis, MO 63144

Start of Public Hearing

Mr. Powell Kalish, representing Mach Distributors, owner of 10665 Baur Blvd, presented a request to consider certain amendments to Section 405.380.C. Conditional Uses, to allow for Used Only Motor Vehicle Dealers in the “LI” Light Industrial District, provided all business operations will take place indoors, and at no time will vehicles be parked or stored outdoors. The property owner has a potential tenant, Sherman Auto Sales, Inc., that would offer for

sale classic vehicles that would only be stored inside the building and would be viewed by appointment only.

Comments or questions from Commission members. Mr. Faron asked if this facility was similar to the facility on Woodson Road [sic], Overstreet, and Mr. Kalish said, from what research he had done, it is a similar facility.

Mr. Eberhardt inquired on the size of the lot the building sits on, which is one and one third of an acre. Mr. Eberhardt also asked if Mr. Powell's client would be the only tenant and Mr. Powell replied that it is a multi-tenant building. Mr. Eberhardt asked for further clarification of the operations in and around the building.

Mr. Peter Newton, Hilliker Corporation, 2001 South Hanley Road, Suite 300, representing Mark Sherman, of Sherman Motors, made a presentation about the type of business Mr. Sherman would like to be running in Creve Coeur. He stated that Sherman Motors were originally a Nash dealership. They still have a physical location up on Natural Bridge Road in the city of St. Louis. He stated that they have been steadily transitioning away from the sort of used car dealership that people typically think of, but one of the problems that they ran into in Creve Coeur is that our code does not distinguish classic cars from any others; they are all used cars. He acknowledged that "classic cars" is kind of a subjective term, and in terms of a zoning ordinance, there is no distinction between classic cars and used cars. He repeated that this is not an open-to-the-general-public business. They do not work on the cars or service them or do anything like that at this location. This would be basically an indoor showroom only, and it is not open to the general public. It is by appointment only.

Comments and questions from the audience. Mr. David Caldwell stated that there is another building in the Light Industrial District, which currently appears to be being used as storage-only for similar type cars. There is no sign or anything. He asked Mr. Langdon if he could clarify the use of that building.

Mr. Langdon presented the staff report on the application. He stated that while the applicant's use has a particular interest in being indoors, not all vehicle dealers are the same and the proposed amendment does not distinguish between them. As a result, he stated, the staff believe that the ordinance must be very clear that all activity be inside to avoid any confusion over levels of activity outside. He then indicated to the Commission that they may want to consider sales of all new and used vehicles, given that keeping them inside generally eliminates any unique concerns.

Mr. Langdon explained the history of the existing business referred to by Mr. Caldwell and identified that they may also need to pursue a conditional use permit should the amendment be passed.

He pointed out that this question has been raised before without resolution, but this request would require an answer. He reminded the Commission members that the amendment could also, ultimately, allow a use that was not as "clean" as the applicant's, hence the reason why staff believe the indoor-only limitation is crucial. In conclusion, he asked the Commission to consider their level of comfort with other vehicles being for sale and comfort with new vehicle sales as well as used.

Mr. Eberhardt expressed general support for the applicant but felt that the restrictions were not severe enough for this particular use and that restrictions should be placed on how many bay doors you can have based on site area. Mr. Eberhardt also asked if there was a reason why they should exclude the “GC” and “CB” conditions from the conditions that are being contemplated in the “LI” district? Mr. Eberhardt stated that he knew the applicant did not intend to service vehicles at their location, but they are going to have some loading doors, and he wondered why not have the same restriction about the loading doors not facing residential areas. There was discussion among the members regarding the limits on bay door. Mr. Langdon stated, for clarification, that the proposal is only for the LI District, and the existing text only covers dealers in the GC and CB Districts as separate requirements. One of those reads, "Service bays: Service bays shall be limited to one per 5,000 square feet of land area. All service bays shall be contained entirely within the building. Service bay doors shall not face residentially zoned property A, B, C, D, AR."

Commissioner Kramer generally agreed with Mr. Eberhardt's concerns but wondered how the level of service conducted inside could be defined and limited.

Mr. David Caldwell, 257 Brooktrail Court, is a property owner in the Light Industrial District. Mr. Caldwell stated that he supports the application and felt that the limitations being contemplated by the Commission were excessive.

There was discussion of the ratio of bay doors to floor area and the merits of limiting certain service activities such as body work and major mechanical repair.

Mr. Barton agreed that if activities are being kept indoors, and given that they are discussing an industrial area, the restrictions may be excessive.

Mr. Langdon pointed out that the proposal is to make the use a conditional use, which would always provide the Commission an opportunity to regulate specific concerns with a specific site or application, including the activities they are conducting and the location of service doors.

The Chairman asked for clarification of why staff prefers referring only to used vehicles rather than limit the use to “classic cars.” Mr. Langdon responded that it is very difficult to define what exactly is a “classic car.” He added that defining certain levels of mechanical service is also problematic because what sounds like a big job can be very simple depending on how it is done.

Mr. Eberhardt withdrew his interest in restricting the level of service provided indoors, but wished the limits on lot size, and bay doors not facing residential areas should remain.

Mr. Lumley pointed out that there is nothing guaranteeing that indoor activities are not visible, depending on windows that may be present.

Ms. Kramer asked for clarification of what signage the applicant would ultimately want. Mr. Newton confirmed that only a small sign would be wanted, in conformation with the Zoning Code.

Ms. Kramer also asked for verification that memorabilia would also be offered for sale. Mr. Newton confirmed that it would be. Mr. Langdon pointed out that such retail sales are already a permitted use in the “LI” district.

There being no further comments, the City Attorney, Mr. Lumley, presented the exhibits for the record and the public hearing was closed.

(This ends the Public Hearing; see verbatim transcript for further information)

No further comments and questions from the audience or the Commission.

There being no further comments, the motion was made by Mr. Eberhardt to recommend approval of the text amendment to include Used Only Motor Vehicle Dealers (SIC 552), where all business operations will take place indoors, and at no time will vehicles be parked or stored outdoors as a Conditional Use within the “LI” Light Industrial District as described in the staff report on application #11-026, dated September 29, 2011 subject to amendments which will be hereafter proposed: the first amendment would be to add the words “New or Used Motor Vehicles” replacing the word “Used Only”; the second amendment being that the current Conditional Use requirement for Section 405.470 which requires a site sized not less than one acre be incorporated; and the third amendment to be, all service bays shall be contained entirely within the building and shall not face residentially zoned property. Dr. Barton seconded the motion with the resultant vote as follows:

Mr. Faron – aye

Mr. Eberhardt – aye

Chair – aye

Ms. Kramer – aye

Dr. Barton – aye

3. **ADJOURNMENT**

There being no further business to come before the Planning and Zoning Commission, upon motion being made and duly seconded, the meeting was adjourned at 8:00 p.m.

Timothy Madden, Chair

Julie Lowery, Recording Secretary



**CITY OF CREVE COEUR - MINUTES
PLANNING AND ZONING COMMISSION MEETING
MONDAY, NOVEMBER 7, 2011
7:00 P.M.**

A public hearing and regular meeting of the Planning and Zoning Commission of the City of Creve Coeur, Missouri was held on Monday, November 7, 2011, at the Creve Coeur Government Center, 300 North New Ballas Road. Chair Tim Madden called the meeting to order at 7:00 p.m.

MEMBERS PRESENT: *Mr. Timothy Madden, Chair*
 Mr. Gary Eberhardt
 Mr. James Faron
 Mr. Jim Schnarr
 Mr. Ken Howard
 Ms. Cynthia Kramer

OTHERS PRESENT: *Mr. Carl Lumley, City Attorney*
 Mr. Paul Langdon, Director of Community Development
 Ms. Whitney Kelly, City Planner
 Ms. Julie Lowery, Recording Secretary

2. NEW BUSINESS

- A. Application #11-028: Request to amend a conditional use permit to allow for Sunday hours of operation for the Valvoline Instant Oil Change at 11333 Olive Boulevard. Staff recommends repealing Ordinances numbers 1074, 1594, and 1694 and replace with a new conditional permit.**

Applicant/Agent: Jason Coil
 Area Manager
 Valvoline Instant Oil Change
 3499 Blaser Parkway
 Lexington, KY 40509

Start of Public Hearing

Applicant's Presentation:

Ms. Kelly, City Planner, presented on behalf of Mr. Coil's request to amend the conditional use permit to include Sunday hours of operation from 9am to 5pm. Staff is asking Valvoline for new/additional landscaping for landscaping that has been removed, which can be approved at staff level if the commission agrees. Staff has also suggested the bay doors be closed to eliminate noise for the residential neighbors.

Mr. Jason Coil, Area Manager, Valvoline Instant Oil Change, 1510 Chambers Road, Dellwood, MO 63136 approached the podium to take questions from the Commission.

Comments or questions from Commission members:

Mr. Eberhardt would like to know why staff recommends closing of the bay doors when service is being provided, especially in the summer with the building not being air conditioned. Ms. Kelly replied that Valvoline also performs tire rotations with drills and guns and trying to stay compliant with other recent requests, like the Light Industrial District (“LI” District).

Mr. Schnarr stated that Valvoline, by the city’s definition, is a service station and he believes it to not be a service station. Ms. Kelly replied they do not just change oil and fluid out of vehicles, they do perform tire rotations and changes.

Mr. Faron asked if Mr. Coil had an idea for the new landscaping plans and Mr. Coil stated that he did not, but they would meet any terms the Commission and Council set for Valvoline. Mr. Faron asked if he was aware of what the 1993 plan looked like and Mr. Coil replied he had seen that plan. Mr. Coil reiterated that if the plan was to go back to the 1993 plan, they would, they are more than willing to meet the standard the Commission and Council set forth. Ms. Kelly stated the 1993 plan is not what they are requesting due to the utility line, but what staff is asking for is a similar number of plantings that can be dispersed throughout the area and would like it to match the neighbors. Mr. Coil would like to ask the plantings not interfere with the low laying sign, to make sure the sign is still visible from the road. Mr. Coil also mentioned that the building was un-air conditioned and having the bay doors closed could be a hazard to the employees in the summer.

Comments and questions from the audience:

Ms. Suzanne Harris, 143 Nassau Circle, spoke in opposition of this request. Ms. Harris lives directly behind the Valvoline. Ms. Harris does not think the noise from the tools and the noise of the employees/customers talking is not conducive to family life. Ms. Harris did not believe the bay doors being closed was an option though, because of the extreme temperatures this area can face during spring/summer/fall months. However there is a back door that remains open and noise comes from there as well. Ms. Harris stated she has always thought the City of Creve Coeur has been receptive to the neighbor’s plight of those neighbors who back up to the city, with the “good neighbor” policy. Ms. Harris also stated the noise travels straight down the hill with nothing there to block it. Ms. Harris also said she can understand working hours on Saturday as it is a “working” day, but that she did not feel like it was appropriate noise to be hearing on a Sunday.

Mr. Coil addressed Valvoline’s reasons for wanting to have Sunday hours. Mr. Coil said, the economy is tough and it is hard on business’s and hard on employment by increasing the Sunday hours more employees can work and the revenue will be increased per month, which is taxable to the city. Addressing the noise reduction, Mr. Coil said the door downstairs can be closed at all times, as a mandatory condition. Also, on the sides of the building there are two (2) 4 foot fences that go down, if needed or requested, Valvoline would increase the fences to 8 foot privacy fences. Chairman Madden stated he would be in favor of increasing the height of the fencing.

Mr. Eberhardt asked if city staff would consider a higher fencing and some plantings next to the fence to help absorb the sound. Mr. Coil stated that at the back of the property where the building ends, there is a 20-30 foot clearance of grass and a row of trees. Mr. Eberhardt said he does not think that trees are going to stop noise, maybe a hedge or some kind of buffer would be better. Mr. Coil understands what Mr. Eberhardt is saying, but that the Valvoline building sits much higher than the level of the residential neighbors.

Mr. Langdon shared a couple of observations on trying to mitigate sound, stating vegetation does a poor job of mitigating sound. While vegetation gives the impression of absorbing sound, it does not, and wood fences also have limited effect to absorb sounds. Mr. Langdon stated a solid barrier with a dead space in it to effectively attenuate noise. Mr. Langdon said while increasing the fence and planting might help a little, it is not going to help that much. Mr. Schnarr asked if cedar wouldn't absorb sound, and Mr. Langdon replied it would not. Mr. Eberhardt asked if the primary problem was the noise coming from the lower door or the bay doors. Ms. Harris said the bay doors were giving out more noise than the lower back door. Mr. Faron asked if a sound wall was an option and Mr. Coil said it would be something he would have to look into because it would be a large expense.

Mr. Madden then questioned the hours proposed, which are 9am-5pm, and suggested a later opening time of 10am-5pm, for the sake of the neighbors. Ms. Harris replied anything would make it better. Mr. Faron asked if the space could be conditioned, and Mr. Coil said he can set rules to dictate how much time can be spent on that end of the building and regulate when employees take breaks, so there are not more than one person on a break at a time. Ms. Harris stated that an 8 foot fence would help. Mr. Schnarr asked if a fence made of PVC would be better than wood and Mr. Coil responded that they would rather use vinyl than wood.

Chairman Madden stated the conditions discussed which would be to open at 10am, put in 8 foot vinyl fence, landscape work with staff and tell employees to take breaks over by dumpster.

Mr. Coil brought up his concern about being made to keep the bay doors closed because in the summertime the heat is too unbearable to do that. Ms. Harris and Chairman Madden both agreed that is not feasible.

Mr. Langdon pointed out to the commission that they have the ability to approve fences over 6 feet in height and wanted to make sure the commission was clear about the extent of the fence, because an 8 foot fence is a big fence and how far it should run in terms of length of the property. Chairman Madden clarified that the fence would run from the dumpster to the building and on the other end of the building to the end of the parking lot. Discussion on the height of the fence continued, finally settling on 6 feet for the height.

Chairman Madden, once again stated the conditions discussed, which would be to open at 10am, put up a 6 foot vinyl fence from the door all the way to the end of the property, employees will take their breaks by the dumpster corral, the landscaping plan to be worked with the City of Creve Coeur staff, keep the bottom downstairs back door closed, and no requirement on the bay doors staying closed.

Mr. David Caldwell, 257 Brooktrail Court, thinks it is a double standard to allow Valvoline to keep their bay doors open, when in the “LI” District the conditions were the bay doors had to remain closed. Ms. Kramer replied she recalls the issue with the bay doors in the “LI” District being different than the applicant’s request. Mr. Langdon spoke up as the City Council liaison, stating at the council meeting when the used car sales discussion took place that questions were raised asking specifically what level of service could be done. Mr. Langdon stated Mr. Caldwell is correct that in the Council’s mind where ultimately the ordinance will be accepted or declined, it was the kind of service should be screened with closed doors. Mr. Langdon also pointed out in the draft ordinance it states the bay doors remain closed to try and be consistent with previous requests, i.e. “LI” District, but if the Commission wants to back away from that condition, it is the commission’s right to do so.

Mr. Eberhardt suggested that the doors remain closed unless it reaches a certain temperature, and Mr. Coil responded he would rather alter his business and not do tire rotations/changes on Sunday than have to have an employee outside with a temperature gauge to see if the doors are required to be opened or closed.

There being no further comments, the City Attorney, Mr. Lumley, presented the exhibits for the record and the public hearing was closed.

(This ends the Public Hearing; see verbatim transcript for further information)

Mr. Howard pointed out that this applicant has had many landscaping violations, and he would like to table this application to have a clearer understanding, due to the substantial changes to the draft ordinance.

No further comments and questions from the audience or the Commission.

There being no further comments, the motion was made by Mr. Eberhardt to recommend approval of the Conditional Use Permit for Valvoline Instant Oil Change submitted with Application #11-028, subject to the conditions contained in the draft ordinance attached to the staff report dated November 4, 2011.

Chairman Madden made a motion to amend the motion with Sunday hours are 10:00 am to 5 pm, a six-foot high solid vinyl fence shall be installed along the rear edge of the paved areas, from the building to the dumpster corral on the west and from the building to the edge of the pavement on the east, service bay doors shall be closed while impact wrenches are being used on Sundays, the lower level door shall remain closed at all times, and employee outdoor breaks on the premises shall be taken individually on the west side of the building. Ms. Kramer seconded the motion with the resultant vote as follows:

Mr. Faron – aye
Mr. Schnarr – aye

Mr. Eberhardt – aye
Ms. Kramer – aye

Chair – aye
Mr. Howard – aye

Then the motion was made to approve the Conditional Use Permit for Valvoline Instant Oil Change submitted with Application #11-028, subject to the conditions as amended, with the resultant vote as follows:

Mr. Faron – aye
Mr. Schnarr – aye

Mr. Eberhardt – aye
Ms. Kramer – aye

Chair – aye
Mr. Howard – nay

3. **ADJOURNMENT**

There being no further business to come before the Planning and Zoning Commission, upon motion being made and duly seconded, the meeting was adjourned at 8:15 p.m.

Timothy Madden, Chair

Julie Lowery, Recording Secretary

**AN ORDINANCE WAIVING THE GROSS RECEIPTS TAX
ON AMEREN'S SALE OF "PURE POWER" AND ANY SIMILAR PROGRAMS.**

WHEREAS, the City of Creve Coeur has established a 7% Gross Receipts Tax on electric utilities; and

WHEREAS, Ameren UE has implemented a voluntary renewable energy program, referred to as "Pure Power" by which Ameren customers are allowed an option to support the development of wind power and other forms of renewable energy in Missouri by paying an additional 1.5 cents per kilowatt-hour (kWh) for the electricity purchased by residential customers, and business customers may participate by purchasing 1,000 kWh blocks for \$15 per block; and

WHEREAS, such customers are not paying for or receiving the direct purchase of renewable energy, but rather renewable energy credits ("RECs"), which are certificates representing renewable energy within the region that has reduced the need for non-renewable energy; and

WHEREAS, supporting renewable energy will assist Creve Coeur in achieving its greenhouse gas reduction target of 20% by 2015 as set by the Climate Action Plan adopted by Resolution No. 906; and

WHEREAS, the additional 1.5 cents per kWh or 1,000 kWh blocks will be billed separately by Ameren UE on the customer's monthly invoice; and

WHEREAS, a copy of the proposed ordinance has been made available for public inspection prior to its consideration by the City Council, and this Bill having been read by title in open meeting two times before final passage by the City Council; and

WHEREAS, the City Council being fully informed finds that it is currently in the public interest to encourage participation in programs like the Ameren UE "Pure Power" program by exempting the revenues realized from such payments from the City's license tax on electric utilities;

NOW, THEREFORE, be it ordained by the City Council of the City of Creve Coeur, Missouri as follows:

SECTION 1: Section 635.050 of the City's Code of Ordinances is hereby amended to read as follows:

As used in this Article, the term "*gross receipts*" means the aggregate amount of all sales and charges of the commodities or services described in [Section 635.060](#) relative to the business of supplying electricity or electric service for compensation in the City during any period, less discounts, credits, refunds, charges for license, occupation or franchise taxes, sales taxes and uncollectible accounts actually charged off during the period, and less any payments received from customers for renewable energy credit (as defined in Section 393.1025 RSMo) certificates pursuant to voluntary programs that involve separate line item billing for such certificates on which the utility does not place a local license tax surcharge.

SECTION 2: This Ordinance shall become effective January 1, 2012.

Bill No. 5354

Ordinance No. _____

Passed this _____ day of _____, 2011.

Tara Nealey, President
City Council

Approved this _____ day of _____, 2011.

Harold L. Dielmann
Mayor

Attest:

Deborah Ryan
City Clerk



INTEROFFICE MEMORANDUM

Date: November 28, 2011

To: Mark Perkins, City Administrator
From: Jaysen Christensen, Assistant to the City Administrator
Subject: Gross Receipts Utility Tax Exemption

The Green Power Communities (GPC) and Ameren PurePower program were discussed at the November 14, 2011 council meeting, and staff was requested to draft an ordinance (attached) that would exempt Ameren PurePower renewable energy certificates (RECs) from the City's 7% gross receipts utility tax. Doing this would allow residents and businesses to support renewable energy through the Ameren PurePower program without incurring additional taxes.

Background

Ameren Pure Power approached the City several months ago about becoming an EPA Green Power Community (GPC), which would require the City of Creve Coeur to offset 10% of its electricity use with renewable energy in addition to requiring the Creve Coeur community as a whole to collectively offset 3% of its electricity use with renewable energy (see attached proposal).

To offset electricity use with renewable energy, the City would purchase renewable energy certificates (RECs) from Ameren wind farms through a program called Ameren PurePower at a cost of approximately \$3,960 per year.

Businesses and residents would likewise be encouraged to support renewable energy by either purchasing RECs or by installing solar panels. Businesses and residents do not have to purchase RECs through Ameren's PurePower program to participate in the EPA GPC program; however, Ameren PurePower would be made available to residents and businesses as part of the City's GPC education campaign. Currently, RECs purchased from Ameren PurePower are subject to the City's 7% gross receipts utility tax, so that businesses and residents participating in PurePower pay more taxes than they would if they did not participate.

Budget Impact

The City currently collects an estimated \$8,366 per year in gross receipts utility taxes on PurePower RECs that are already being purchased by residents and businesses. If PurePower RECs become exempt from the gross receipt tax, the City would forgo this revenue. Also, the City would forgo gross receipts tax revenues on any additional PurePower RECs that would be purchased as a result of the GPC campaign, which is estimated to be \$9,000 per year. This brings total forgone gross receipts tax revenues to \$17,366 (\$8,366 currently collected + \$9,000 estimated additional annual revenues generated as a result of the GPC program).

It may also be added that the City of Clayton became a GPC and elected not to exempt PurePower RECs from its 8% gross receipts utility tax. However, the City of Glendale did elect to exempt PurePower RECs from its utility tax.

I would be happy to provide any additional information.

Attachments:

- Ordinance to waive gross receipts utility tax on Ameren PurePower
- Pure Power proposal



Washington Avenue Loft District • The Ventana Building • 1641 Washington Ave. • St. Louis, MO 63103 • Tel: 314.480.3554 • Fax: 314.480.7191 • AmerenMissouri.com/PurePower

March 14, 2011

Jaysen Christiansen
City of Creve Coeur

Dear Jaysen:

Introduction

Ameren Missouri is committed to environmental stewardship and expanding the use of renewable energy in the Midwest region. As part of that commitment Ameren Missouri is proud to offer **Pure Power**, a voluntary renewable energy option. **Pure Power** is an easy and cost-effective way to support the development of new renewable energy sources in Missouri, gain significant recognition within the community, and reduce The City of Creve Coeur's carbon footprint.

When a business enrolls in **Pure Power**, Ameren Missouri begins purchasing renewable energy credits (RECs) equal to your monthly chosen participation level. Purchasing Green-e certified® renewable energy credits from specific wind, and other local renewable facilities ensures that electricity from these sources is delivered to the Midwest power pool. By retiring the renewable energy credits on behalf of **Pure Power** customers, and having them Green-e Certified®, Ameren Missouri insures that the environmental benefits of the renewable energy production only accrue to **Pure Power** customers.

As a **Pure Power Leader**, The City of Creve Coeur will lead the way for others to follow by demonstrating its commitment to environmental sustainability in Missouri. You also may discover that employees, clients, and suppliers of The City of Creve Coeur are already participating in **Pure Power** or comparable renewable energy programs, making participation an opportunity to demonstrate an alignment of values with many of your constituents.

Environmental & Social Benefits

Increasing the demand for renewable energy is an easy way for The City of Creve Coeur to continue to support sustainable business practices, stimulate a growing part of the economy, and help the country increase energy independence.

Right now, RECs for **Pure Power** are sourced 100% from Missouri's fifth utility scale wind farm, Farmer's City, which is located in Atchison County, Missouri. This 146 MW wind farm produces enough electricity to power 33,000 homes, supports 150 permanent jobs in Missouri and contributes up to \$1M in tax revenue annually.

Over the life of the program, at least 75% of the renewable energy credits purchased through **Pure Power** are sourced from new, local wind generation facilities. The balance of renewable energy credits could come from other forms of renewable energy in the regional power pool, with at no time less than half of the supply coming from Missouri and Illinois.



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Commitment

The City of Creve Coeur's commitment at the **Pure Power Leader- Gold** will help **prevent 417,986 lbs of Carbon Dioxide**, a leading greenhouse gas, from entering the atmosphere each year. This is the annual CO₂ reduction equivalent of taking **36 cars** off the road **for a year**. This reduction in Carbon Dioxide and other Green House Gas Emissions not only cleans our Missouri air, but the purchase of RECs from these wind farms encourages the development of more Missouri based renewable energy sources and creates the jobs that accompany such developments. This triple bottom line impact makes **Pure Power** important for Missouri's energy future.

Program Costs

Participating in **Pure Power** is easy and flexible; The City of Creve Coeur can determine the number of **Pure Power** blocks to purchase making it easy to manage costs. Each 1,000 kWh block you elect to purchase adds an additional \$15 per month to your monthly electric bill. Several options for participation are outline on the next page. There are no capital expenditures or equipment to install, and you can cancel your participation at any time. What's more, **Pure Power** has the lowest price premium among similar utility programs offered in Missouri and Illinois.

Public Relations Benefits

Making a commitment to Missouri renewable energy by enrolling in **Pure Power** provides an exciting and compelling message that should be shared with employees, clients and the community.

Pure Power provides Recognition Benefits to all partners based on the participation level they choose and is also happy to spend time with partner company employees discussing this commitment so they are also able to communicate the message effectively. A chart detailing these benefits follows.

I look forward to discussing **Pure Power** with you.

Sincerely,

Cindy Bambini

cbambini@3degreesinc.com

Senior Ameren Partnership Manager

3Degrees

1641 Washington Avenue

St. Louis, MO 63103

314.606.5328



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Participation Options:

Terms: **Pure Power** will appear as an additional line item on your bill as long as you remain enrolled or we can make arrangements for a special bill. You may cancel your participation at anytime. The percentages quoted for participation are based at a minimum on the EPA required percentages for Green Power Partner status. For more information see: <http://www.epa.gov/grnpower/index.htm>

Sources and Locations of Renewable Energy: At least 75% wind, with up to 25% other renewables. All sources are 100% “new,” meaning the facilities began operating in 2002 or later. At least 50% of resources are generated in Missouri and Illinois and the balance from the Midwest ISO power pool. For 2010 and 2011, we are sourcing 100% Missouri Wind.

Certification: **Pure Power** renewable energy credits are Green-e Certified[®] and meet the consumer and environmental protection standards set forth by the independent, non-profit, Center for Resource Solutions.

The City of Creve Coeur

Estimated total account annual kWh: 2,608,110 kWh

Pure Power Level	% of Annual Demand	Blocks/Month	Cost/Month	Cost/Year
Leader Gold – EPA Green Power Partner	10%	22	\$330	\$3,960

Recognition Benefits:

Each Pure Power Business Leader will receive program benefits based on the participation level chosen as detailed in the following chart:



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Corporate, Government and Education Recognition Tiers and Benefits				Champion levels based on 2.1 MW turbine at 30% capacity factor		
1000 kWh = 1 MWh = 1 Renewable Energy Credit = 1 Block Pure Power	Ameren Missouri Pure Power Leader Silver <240,000 kWh/year	Ameren Missouri Pure Power Leader Gold <i>(EPA Green Power Partner)</i>	Ameren Missouri Pure Power Leader Platinum	Ameren Missouri Pure Power Champion 1/2 Turbine	Ameren Missouri Pure Power Champion Full Turbine	
Number of MWh Blocks or % consumption per Month	At least 1	3% to 20% of consumption*	4% to 30% of consumption*	230	460	
Cost of Participation/year	\$180+	Varies	Varies	\$41,400	\$82,800	
Annual CO2 Offset **	10 tons+	Varies	Varies	1,964 tons	3,928 tons	
Program Benefits						Frequency
Pure Power Window Clings	x	x	x	x	x	Once
Certificate of Recognition	x	x	x	x	x	Once
Recognition on Pure Power page of Ameren Web site	Name	Name & Link	Logo & Link	Logo & Link	Logo & Link	Ongoing
Recognition on Pure Power Social Media Feeds	x	x	x	x	x	Ongoing
Linked-in Pure Power Partner Group Access	x	x	x	x	x	Ongoing
Listing in Pure Power Newsletter	x	x	Article	Article	Article	Once
Business name listed in selected Pure Power Ads and Materials	x	x	x	x	x	Intermittent
Use of Pure Power Logo and Images	x	x	x	x	x	Ongoing
Invitation to Pure Power networking events	x	x	x	x	x	Quarterly
Option to participate in Pure Power Perks Program	x	x	x	x	x	Once
Pure Power images and copy for use on Web site	x	x	x	x	x	Once
Listing in Pure Power Ad recognizing many businesses		Standard listing	Standard listing	Premium listing	Premier Listing	Once
Press Release		x	x	x	x	Once
Recognition Giclee Artwork		12"x12"	24"x30"	24"x30" (2)	24"x30" (4)	Once
Thank you Ad in local newspaper exclusive to your business				x	x	Once
* Based on the EPA Green Power Partnership (GPP) graduated purchase requirements using an organization's total electricity usage.						
** Each 1,000 kWh block of Pure Power represents the displacement of 1,583 lbs of CO ₂ emissions from the Midwest ISO Grid.						
EPA GPP graduated purchase requirements can be found online at www.epa.gov/greenpower/join/howmuch.htm .						

Sample Recognition Poster



EXPRESS SCRIPTS®



congratulations
**PURE POWER
LEADER**

EXPRESS SCRIPTS supports the generation of **216 megawatt hours** of clean, local, renewable energy through **AmerenUE's Pure Power program**. Each year Express Scripts prevents **398,304 pounds** of carbon dioxide from entering the atmosphere.

This is the environmental equivalent of preserving **41 acres of forest** storing carbon for one year or taking **39 cars** off the road each year.



RESOLUTION NO.

A RESOLUTION AUTHORIZING THE CITY TO BECOME AN ENVIRONMENTAL PROTECTION AGENCY (EPA) GREEN POWER PARTNER AND TO INITIATE AN EPA GREEN POWER COMMUNITY (GPC) CHALLENGE IN THE CITY OF CREVE COEUR.

WHEREAS, the City adopted a Climate Action Plan in April 2010 to reduce greenhouse gas (GHG) emissions in Creve Coeur by 20% by 2015 and by 50% by 2050; and

WHEREAS, the purchase of power from renewable sources and the installation of onsite renewable energy sources would help the City reduce its GHG emissions; and

WHEREAS, the GPC Challenge is an EPA-sponsored program that provides municipalities with an opportunity to become Green Power Partners by purchasing Renewable Energy Credits (RECs) or by installing onsite renewable energy sources and then challenging local businesses and residents to likewise consume energy from renewable sources; and

WHEREAS, the purchase of RECs at the Gold Leader level in Ameren Missouri's Pure Power program qualifies participants for EPA Green Power Partner status.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF CREVE COEUR, AS FOLLOWS:

SECTION 1: It is hereby authorized that the City purchase RECs through the Ameren Missouri Pure Power program at the Gold Leader level in order to become an EPA Green Power Partner.

SECTION 2: The City hereby initiates an EPA Green Power Community Challenge to encourage local businesses, non-profit organizations, and residents of Creve Coeur to consume green power via the purchase of RECs and the installation of onsite renewable energy sources.

SECTION 2: This resolution shall become effective upon its passage.

Adopted this 27th day of June 2011.

Harold Dielmann, Mayor

ATTEST:

Deborah Ryan, City Clerk



INTEROFFICE MEMORANDUM

Date: June 27, 2011

To: Mark Perkins, City Administrator
From: Jaysen Christensen, Assistant to the City Administrator
Subject: EPA Green Power Community Challenge

Background

Ameren Pure Power together with Microgrid Energy of St. Louis have approached the City staff and the Climate Action Task Force about assisting the City in becoming an EPA Green Power Community (GPC).

To become an EPA Green Power Community, the City would need to accomplish two major objectives:

First, the City would be required to offset 10% of its electricity use with renewable energy. Ameren allows its customers to purchase renewable energy indirectly from its wind farms through the purchase of renewable energy certificates (RECs), which subsidize the cost of producing wind-generated electricity. In Missouri, it costs more to generate electricity from wind than it does from traditional sources such as coal. However, unlike coal, wind power is a renewable energy source, and it does not produce greenhouse gases.

The cost for the City to purchase enough RECs to offset 10% of its electricity use and thus qualify to become a GPC would be \$330 per month (\$3,960/year). This represents the purchase of 22 blocks of PurePower per month, which would offset 10% of the 2,608 megawatts per year that power all City-owned buildings, parks, and streetlights.

Second, to become a GPC, the City would also need to conduct a GPC Challenge campaign to encourage and educate the City's businesses and residents about supporting renewable energy by purchasing RECs or by installing solar panels with the help of Microgrid Energy or another qualified company. Ameren has hired the consulting firm, 3 Degrees, to help administer the PurePower program and assist cities with the GPC Challenge by coordinating publicity events and providing marketing materials for cities to distribute. To meet the EPA's GPC requirements, Creve Coeur would be required to collectively offset 3% of its total electricity use with power from renewable sources. The GPC Challenge is expected to last no more than 12 months, and City staff time is expected to average less than 5 hours per week.

For additional information about Creve Coeur becoming a Green Power Community, please see the attached handouts: "Becoming a Green Power Community" and "PurePower proposal".

Budget Impact

The cost to purchase PurePower RECs at the level required to become an EPA Green Power Community is projected to be \$3,960 per year. The City currently spends approximately \$273,000 per year in electric utility costs to power all of its buildings, parks, and streetlights.

As noted in the presentation provided at the June 13, 2011 Council Work Session (attached), the City already receives approximately \$8,366 per year through the collection of electric utility tax receipts from PurePower RECs purchased by Creve Coeur businesses and residents. If the City is successful in becoming a GPC, it could generate an additional \$9,000 in utility tax revenues.

Total electric utility tax receipts are projected at \$2,740,000 for FY11, comprising approximately 18% of total General Fund revenues and 47% of all utility taxes receipts (including phone, gas, cable tv, and water).

Recommendation

At its meeting on May, 24, 2011, the Climate Action Task Force (CATF) reviewed the GPC program and voted 5-2 in favor of recommending that the City Council authorize the City to purchase the RECs needed to become a GPC and initiate a GPC Challenge to the community. CATF members in favor of the City becoming a GPC see this as an opportunity to reduce the City's greenhouse gas emissions and educate and encourage businesses and residents about supporting renewable energy. Those opposed to the GPC program are not comfortable with the idea of the City supporting a business and believe that the City may be better off spending its money and staff resources to develop its own marketing program for the City's climate action initiatives. The CATF meeting summary of May 24, 2011 is attached.

I would be happy to provide additional information or answer any questions you may have.

Attachments:

- Becoming a Green Power Community
- PurePower proposal
- CATF meeting summary dated May 24, 2011
- PowerPoint presentation from June 13, 2011 Council Work Session

Creve Coeur EPA Green Power Community Challenge

June 13, 2011



The Goal

The City of Creve Coeur
achieves the designation
of

EPA Green Power
Community (GPC.)



Congressman Carnahan helps unveil the GPC
street sign presented to the City of Clayton by
the EPA in April 2011

The EPA GPC Program

EPA Green Power Community



- EPA initiative that challenges communities to purchase clean energy in an amount that meets required targets based on electric consumption.
- Challenge intention is to motivate unified action and to reward communities that show leadership.
- EPA provides program guidelines and assistance.

In good, green company...

- River Falls, WI
- Durango, CO
- Park City, Utah
- Santa Clara, CA
- Swarthmore, PA
- Palo Alto, CA
- Sale, OR
- Bend, OR
- Corvallis, OR
- Clayton, MO....

EPA GPC Requirements - #1

City itself becomes a Green Power Partner

- Creve Coeur enrolls in the Pure Power program at Gold Leader level (EPA Green Power Partner level)
- Cost = **\$3,960 /year**
- City is already collecting additional Utility taxes on existing Pure Power enrollments –
$$7\% \times 664 \text{ MWh} \times \$15/\text{MWh} \times 12 \text{ months} = \textbf{\$8,366 / year}$$
- Additional money the City would bring in if the Challenge is successful = **\$9,000 /year** (estimated).

EPA GPC Requirements - #2

Commit to and initiate a public EPA GPC Challenge campaign.

- Mayoral Proclamation
- Or Vote of Board of Alderman
- Or Press Release

EPA GPC Requirements - #3

- Achieve Creve Coeur specific challenge target:
3% of total power consumed City-wide from green power purchases or onsite production.
- City of Creve Coeur is already 50% of the way to achieving the goal.
- Both Commercial and Residential Power

Benefits to Creve Coeur

- Leadership – further Creve Coeur’s status as a regional leader in sustainability.
- Community Pride – citizens and businesses working together.
- Media coverage – second in Missouri provides extra excitement.
- Education – raises awareness and educates about clean energy.
- Next Level - help leverage further action on sustainability initiatives, including Climate Action Plan
- Environmental Benefits – significant reductions in GHG emissions.

Creve Coeur's Challenge Partners: Ameren Missouri Pure Power & Microgrid Energy

- Develop, fund and execute challenge marketing and education campaign
- Lead and staff challenge team
- Handle administrative tasks associated with achieving challenge target
- Have fun, engage and educate community



What Counts Towards EPA GPC Target?

1. Participation in a voluntary green power REC purchase program

And/Or

2. Installation of onsite Solar Electric (PV) systems

Both commercial and residential power users.

No obligation to work with a particular solar installer or REC provider

Ameren Missouri Pure Power



- **Voluntary green power program** that gives any Ameren Missouri customer the opportunity to offset up to 100% of their electrical usage with Missouri Renewable Energy Credits (RECs)
- Each 1 MWh Missouri REC purchased via the Pure Power program is a guarantee that an equivalent amount of new, renewable energy (green power) was generated onto the Missouri grid.
- The carbon reduction associated with each MWh of green power purchased is transferred to the entity/person that purchases the REC.

Microgrid Energy



- Community Solar Program – a group purchasing plan, offering discounts and Solar loan program to residential buyers
- Potential use of Nonprofit model to install solar at area schools at no cost to the schools.
- Public Education and Awareness events on Solar Energy, in coordination with local groups



EPA Provides

- Credibility
 - Use nationally accepted guidelines for green power purchasing
- Expert Advice
 - Identify types of products to best suit community needs
 - Determine environmental benefit of options
- Recognition
 - Assistance with messages and marketing
 - Use of EPA Green Power Partner Mark
 - Eligibility for Leadership Club and Leadership awards.
- Web-based Information
 - Expert Advice

Green Power Community Sign

- Highlights a successful campaign
 - Each Community receives two 24" x 30" aluminum signs
 - Designed for outdoor display
- Other Recognition
 - Artwork for Community Banner
 - Press Release Assistance
 - Listing on EPA website

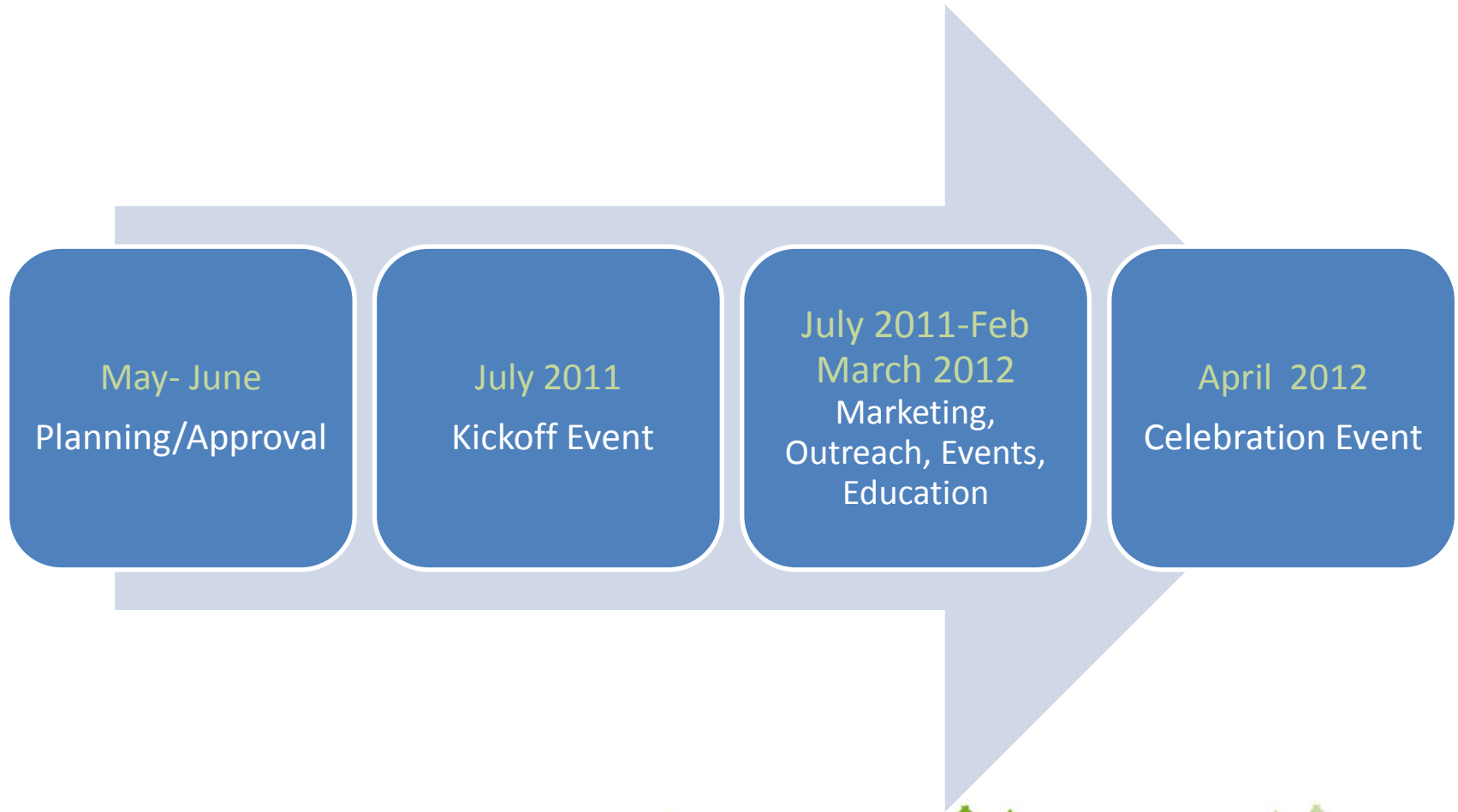


Oregon's Governor Kulongowski and EPA's Matt Clouse holding a Green Power Community sign



Event Banners: EPA can provide artwork development services to produce banners for announcement events.

Anticipated Challenge Schedule



Is this achievable?

Because of existing support for green power via the Pure Power program, Creve Coeur is already **more than half** of the way to the target 1,523 MWh monthly green power goal required for EPA GPC.

Current Creve Coeur business and residential green power purchase via Pure Power = 797 MWh per month.

Total additional needed to qualify as EPA GPC = 726 MWh per month
which equates to:

726 households supporting 1 MWh a month via Pure Power or an onsite solar installation OR

10 large businesses at 80 MWh per month or fifteen 25 kW solar arrays
(or any combination in between.)

Challenge Team Outreach Tactics

- City Communication vehicles – newsletters, bill inserts, e-news
- Events – at least 3 events (Kick-off, mid-term and celebratory when EPA GPC Status achieved)
- Integrate with Existing Community Events– Climate Action Task Force, Parks and Recreation, 5K-10K Walk/Run
- Local Groups Tie In – Chamber, Recycling and Environment Committee
- Media work - Coordinate with Patch, issue press releases
- Online presence – Website for challenge, Facebook page
- Solicit large power users directly to be lead contributors

Q & A

Cindy Bambini

*Senior Ameren Partnership
Manager*

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Meeting Summary
Climate Action Task Force
Government Center
Meeting Room 2
May 24, 2011
4:30 p.m.

In attendance: Climate Action Task Force Members: John May (chair), Kathleen Engel (vice chair), Sabine McDowell, Sue Baseley, Fran Cantor, Jahn Epstein, and Judy Sherman.

Absent: David Downs, Ken Howard, Jill Schupp, and Council Liaison, Beth Kistner.

Staff present: Assistant to the City Administrator, Jaysen Christensen.

John May called the meeting to order at 4:35 PM.

Approval of Meeting Summary

The meeting summary for the CATF meeting of February 16, 2011 was reviewed, and a misspelling of Fran Cantor's name under the Planning Department discussion heading was corrected. **Action:** Kathleen Engel moved to approve the February 16, 2011 meeting summary as amended. Sabine McDowell seconded the motion. The motion carried unanimously.

Task Force Vacancies

Fran Cantor and Sue Baseley expressed interest in being reappointed to the Task Force when their current terms expire on June 30, 2011. John May stated that Jill Schupp has also expressed interest in continuing after her current term expires on June 30, 2011. Dr. May stated that David Downs' term will expire; however, David is no longer participating on the Task Force and has not expressed interest in being reappointed. Dr. May stated that a nominating committee would soon be scheduled by Mayor Dielmann and the City Council President and that he and/or Ms. Engel would be attending and would plan to recommend Ms. Baseley, Ms. Cantor, and Ms. Schupp for reappointment.

Election of Chair and Vice Chair

Dr. May stated that City Committees including the CATF are required to elect a chair and a vice chair each year. A unanimous consensus was expressed by Task Force members to nominate Kathleen Engel (currently CATF Vice Chair) to Chair. **Action:** Fran Cantor moved to elect Kathleen Engel to CATF Chair effective July 1, 2011. Judy Sherman seconded the motion. The motion carried unanimously. **Action:** Judy Sherman moved to elect Sue Baseley to CATF Vice Chair effective July 1, 2011. Jahn Epstein seconded the motion. The motion carried unanimously.

Green Power Community Challenge

John May provided an overview of the Green Power Community (GPC) Challenge, which was presented to the CATF by Rick Hunter of Microgrid Energy and Cindy Bambini of 3 Degrees on May 18, 2011. The GPC Challenge is sponsored by the EPA

as a way to encourage communities to use renewable energy. Participating in the challenge would require the City to purchase renewable energy credits (RECs) to offset its energy use and then committing to a GPC Challenge campaign in the community to offset 3% of Creve Coeur's total power usage. Locally in St. Louis, the GPC Challenge is being promoted by Ameren Pure Power which sales RECs to support its Missouri wind farms. Microgrid Energy and 3 Degrees have been contracted by Ameren to help promote and administer the GPC Challenge and Pure Power. Microgrid Energy is a local company that specializes in renewable energy and energy efficiency including solar panels, which is also an eligible renewable energy source under the program.

The City of Clayton was the first city in Missouri to become a GPC. Creve Coeur has been approached by Microgrid Energy and 3 Degrees about being the second such community. The City Administrator suggested that the CATF first review the GPC proposal and make a recommendation to the City Council.

Dr. May stated that purchasing RECs was included as part of his draft of Phase II of the Climate Action Plan.

Judy Sherman asked if by purchasing Pure Power RECs customers would just be donating money to Ameren for wind farms that would be built anyway. Dr. May stated that in some parts of the country, wind power and other renewable energy sources have reached or are becoming close to reaching grid parity meaning that the energy from renewable sources costs about the same as energy from other sources such as coal; however, wind power in Missouri is still more expensive than coal. Thus, he saw the program as a way of supporting the development of an industry that will be critical in meeting the CATF's long term goals.

It was discussed that Rick Hunter had stated that if Creve Coeur reached its GPC target of 3%, the cost to the City for purchasing Pure Power RECs (approximately \$4,000 per year) would be offset by an increase in utility taxes from the RECs purchased by other Ameren customers in Creve Coeur (RECs are subject to the utility tax). Dr. May stated that Mr. Hunter had indicated that meeting the GPC target would actually bring in approximately \$8,000 in additional annual utility tax revenues to the City and therefore net about \$4,000 per year (\$8,000 of additional tax revenues minus \$4,000 of cost to the City). Dr. May stated that Mr. Hunter also stated that the City is already half way to reaching the 3% target without initiating the GPC Challenge as some customers such as Monsanto are already buying Pure Power RECs; therefore, the City should already be receiving approximately \$4,000 per year in additional utility tax revenues due to RECs being purchased. Dr. May stated that achieving the 3% target would offset the City's cost but not result in a net positive gain of \$4,000 to the City.

Ms. Engel stated that she believes that a GPC Challenge in Creve Coeur would have a positive effect on educating the community about reducing carbon emissions and with the help of Ameren and 3 Degrees, could be accomplished with a relatively small amount of City staff and CATF resources.

Sabine McDowell stated that she believes that it would be more effective for the City to use the money required to purchase RECs to do its own marketing.

Action: Fran Cantor moved to recommend to the City Council that it authorize the purchase of RECs to become a Green Power Community and initiate the GPC Challenge to the community. Kathleen Engel seconded the motion. The motion carried 5 to 2. Ayes: May, Baseley, Cantor, Engel, Epstein. Nays: McDowell, Sherman.

St. Louis County SAVES

Kathleen Engel provided an overview of the St. Louis County SAVES program, which provides low interest loans (3.5% fixed APR) to County residents to make energy efficiency upgrades to their homes. Unlike the PACE program, which would have put a creditor lien on the borrower's home and would have required an energy audit to ensure that the improvements would generate enough energy savings to offset the loan payments, the SAVES program is an unsecured personal loan and does not require an energy audit. This means that the loans will only be made to residents with good credit (FICO score of at least 660).

Dr. May stated that the County requires municipalities to first sign an agreement authorizing it to administer the program to the municipality's residents and to help educate residents about the program by distributing information through available means such as the City's website and monthly newsletter.

Staff liaison, Jaysen Christensen, stated that the CATF was asked to consider the program and make a recommendation to the City Council. The Council is scheduled to consider the St. Louis County SAVES agreement at its next meeting (June 13, 2011).

Action: Kathleen Engel moved to recommend that the City Council authorize an agreement to allow Creve Coeur residents to participate in the St. Louis County SAVES program. Judy Sherman seconded the motion. The motion carried unanimously.

The meeting adjourned at 5:50 PM.

Submitted by:

Jaysen Christensen,
Assistant to the City Administrator

Next meeting:
Wednesday, June 15, 2011 @ 4:30 p.m.
Government Center, Meeting Room 2

RESOLUTION NO. 969

A RESOLUTION AUTHORIZING THE CITY TO BECOME AN ENVIRONMENTAL PROTECTION AGENCY (EPA) GREEN POWER PARTNER AND TO INITIATE AN EPA GREEN POWER COMMUNITY (GPC) CHALLENGE IN THE CITY OF CREVE COEUR.

WHEREAS, the City adopted a Climate Action Plan in April 2010 to reduce greenhouse gas (GHG) emissions in Creve Coeur by 20% by 2015 and by 50% by 2050; and

WHEREAS, the purchase of power from renewable sources and the installation of onsite renewable energy sources would help the City reduce its GHG emissions; and

WHEREAS, the GPC Challenge is an EPA-sponsored program that provides municipalities with an opportunity to become Green Power Partners by purchasing Renewable Energy Credits (RECs) or by installing onsite renewable energy sources and then challenging local businesses and residents to likewise consume energy from renewable sources; and

WHEREAS, the purchase of RECs at the Gold Leader level in Ameren Missouri's Pure Power program qualifies participants for EPA Green Power Partner status.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF CREVE COEUR, AS FOLLOWS:

SECTION 1: It is hereby authorized that the City purchase RECs through the Ameren Missouri Pure Power program at the Gold Leader level in order to become an EPA Green Power Partner.

SECTION 2: The City hereby initiates an EPA Green Power Community Challenge to encourage local businesses, non-profit organizations, and residents of Creve Coeur to consume green power via the purchase of RECs and the installation of onsite renewable energy sources.

SECTION 2: This resolution shall become effective upon its passage.

Adopted this 27th day of June 2011.

Harold Dielmann, Mayor

ATTEST:

Deborah Ryan, City Clerk



INTEROFFICE MEMORANDUM

Date: June 27, 2011

To: Mark Perkins, City Administrator
From: Jaysen Christensen, Assistant to the City Administrator
Subject: EPA Green Power Community Challenge

Background

Ameren Pure Power together with Microgrid Energy of St. Louis have approached the City staff and the Climate Action Task Force about assisting the City in becoming an EPA Green Power Community (GPC).

To become an EPA Green Power Community, the City would need to accomplish two major objectives:

First, the City would be required to offset 10% of its electricity use with renewable energy. Ameren allows its customers to purchase renewable energy indirectly from its wind farms through the purchase of renewable energy certificates (RECs), which subsidize the cost of producing wind-generated electricity. In Missouri, it costs more to generate electricity from wind than it does from traditional sources such as coal. However, unlike coal, wind power is a renewable energy source, and it does not produce greenhouse gases.

The cost for the City to purchase enough RECs to offset 10% of its electricity use and thus qualify to become a GPC would be \$330 per month (\$3,960/year). This represents the purchase of 22 blocks of PurePower per month, which would offset 10% of the 2,608 megawatts per year that power all City-owned buildings, parks, and streetlights.

Second, to become a GPC, the City would also need to conduct a GPC Challenge campaign to encourage and educate the City's businesses and residents about supporting renewable energy by purchasing RECs or by installing solar panels with the help of Microgrid Energy or another qualified company. Ameren has hired the consulting firm, 3 Degrees, to help administer the PurePower program and assist cities with the GPC Challenge by coordinating publicity events and providing marketing materials for cities to distribute. To meet the EPA's GPC requirements, Creve Coeur would be required to collectively offset 3% of its total electricity use with power from renewable sources. The GPC Challenge is expected to last no more than 12 months, and City staff time is expected to average less than 5 hours per week.

For additional information about Creve Coeur becoming a Green Power Community, please see the attached handouts: "Becoming a Green Power Community" and "PurePower proposal".

Budget Impact

The cost to purchase PurePower RECs at the level required to become an EPA Green Power Community is projected to be \$3,960 per year. The City currently spends approximately \$273,000 per year in electric utility costs to power all of its buildings, parks, and streetlights.

As noted in the presentation provided at the June 13, 2011 Council Work Session (attached), the City already receives approximately \$8,366 per year through the collection of electric utility tax receipts from PurePower RECs purchased by Creve Coeur businesses and residents. If the City is successful in becoming a GPC, it could generate an additional \$9,000 in utility tax revenues.

Total electric utility tax receipts are projected at \$2,740,000 for FY11, comprising approximately 18% of total General Fund revenues and 47% of all utility taxes receipts (including phone, gas, cable tv, and water).

Recommendation

At its meeting on May, 24, 2011, the Climate Action Task Force (CATF) reviewed the GPC program and voted 5-2 in favor of recommending that the City Council authorize the City to purchase the RECs needed to become a GPC and initiate a GPC Challenge to the community. CATF members in favor of the City becoming a GPC see this as an opportunity to reduce the City's greenhouse gas emissions and educate and encourage businesses and residents about supporting renewable energy. Those opposed to the GPC program are not comfortable with the idea of the City supporting a business and believe that the City may be better off spending its money and staff resources to develop its own marketing program for the City's climate action initiatives. The CATF meeting summary of May 24, 2011 is attached.

I would be happy to provide additional information or answer any questions you may have.

Attachments:

- Becoming a Green Power Community
- PurePower proposal
- CATF meeting summary dated May 24, 2011
- PowerPoint presentation from June 13, 2011 Council Work Session

the Questions and the Answers

Creve Coeur Green Power Community Challenge

After listening to the recording from the June 26th meeting, I summarized the Questions that I heard. This document's intent is to provide the Answers. – Cindy Bambini, 3Degrees

Topic 1 – Renewable Energy Credits (RECs), Pure Power and Microgrid Energy

1) What is a REC?

Formal Definition - Renewable Energy Certificates (RECs), also known as Green tags, Renewable Energy Credits, Renewable Electricity Certificates, or Tradable Renewable Certificates (TRCs), are tradable, non-tangible energy commodities in the United States that represent proof that 1 megawatt-hour (MWh) of electricity was generated from an eligible renewable energy resource (renewable electricity). Solar Renewable Energy Certificates (SRECs) are RECs that are specifically generated by solar energy.

These certificates can be sold and traded or bartered, and the owner of the REC can claim to have purchased renewable energy. According to the U.S. Department of Energy's Green Power Network, RECs represent the environmental attributes of the power produced from renewable energy projects and are sold separate from commodity electricity. While traditional carbon emissions trading programs promote low-carbon technologies by increasing the cost of emitting carbon, RECs can incentivize carbon-neutral renewable energy by providing a production subsidy to electricity generated from renewable sources. It is important to understand that the energy associated with a REC is sold separately and is used by another party. The consumer of a REC receives only a certificate.

In states that have a REC program, a green energy provider (such as a wind farm) is credited with one REC for every 1,000 kWh or 1 MWh of electricity it produces (for reference, an average residential customer consumes about 800 kWh in a month). A certifying agency gives each REC a unique identification number to make sure it doesn't get double-counted. The green energy is then fed into the electrical grid (by mandate), and the accompanying REC can then be sold on the open market.

For Ameren Missouri Pure Power – A Renewable Energy Credit (REC) is a financial resource, similar to a stock or bond, which represents proof that a set amount of green power was generated. When you join Pure Power, Ameren Missouri purchases RECs on your behalf – so you can offset up to 100% of your electric usage with renewable power from Missouri Wind Farms. All Pure Power RECs are Green-e certified.

2) When I purchase RECs where does the money go?

When you purchase a REC from Ameren Missouri via the Pure Power program, \$1 of the \$15 price per REC goes to Ameren Missouri to process the purchase/bill the customer. Each REC = 1000 kilowatt-hours (kWh) or 1 Megawatt hour (MWh). The remaining \$14 goes to Ameren's vendor partner in the Pure Power program, 3Degrees, who uses the funds to purchase the RECs from Missouri Wind Farms and to fund the program administrative, outreach and education efforts.

When you purchase a REC from a national REC provider, the purchase price is also split between the price of the REC and the administrative, marketing and education efforts for that company.

REC prices change based on the source of the REC purchase and the demand to purchase RECs from that facility, in that region. Like stocks, REC prices fluctuate daily.

3) Is Ameren Missouri Pure Power the only REC provider in the area? Who are their competitors?

Ameren Missouri Pure Power is the only local provider of RECs in the area. Customers of Ameren Missouri in 2006 requested the ability to purchase green power from their utility. The Pure Power program was developed in direct response to that request. RECs can also be purchased in the area from numerous national green power providers. A complete state-specific and national provider list may be found here:

http://apps3.eere.energy.gov/greenpower/buying/buying_power.shtml?state=MO

4) Why are they involved with this challenge effort?

Ameren Missouri Pure Power and Microgrid Energy are both involved in this effort for two reasons. First is to directly promote the development of new green power sources in Missouri. And second, they are funding the Challenge effort as a means to educate citizens about green power options and of course, to promote their own products as a means to achieve the Challenge goal.

Ameren Missouri Pure Power and Microgrid Energy are not asking the City to promote their Companies directly. They are asking for the ability to create conversations with Creve Coeur citizens about green power options within the Challenge framework. There is no requirement that citizens use Pure Power or Microgrid Energy's products to satisfy Challenge goals – in fact support for green power from any REC or solar provider will count and this is an option that will be presented to Creve Coeur citizen's right along with Pure Power and Microgrid's products.

Topic 2 – The City of Creve Coeur’s obligation/contribution to the Challenge effort.

1) What does the City have to purchase to initiate the Challenge?

To initiate the Challenge, the City needs to support Green Power at the level required by the EPA to become a Green Power Partner. This requirement is 10% of all electricity consumed by Creve Coeur Municipal facilities. The City can meet this obligation and initiate the Challenge via a REC purchase through the Pure Power program, another REC supplier, or the installation of onsite solar. Practically, it makes the most sense for the City to participate by purchasing RECs because this can be accomplished simply and quickly. Naturally, we’d like the RECs to be purchased via the Pure Power program so there is a guarantee that they are 100% Missouri Wind Farm RECs, thus supporting new sources of green power in our state.

The annual electrical usage for all municipal facilities in Creve Coeur for 2009 was 2,608,110 kWh. The number of RECs and the price for the 10% commitment required by the EPA via the Pure Power program are as follows:

Pure Power Level	% of Annual Demand	Blocks/Month	Cost/Month	Cost/Year
Leader Gold – EPA Green Power Partner	10%	22	\$330	\$3,960

This commitment will prevent 417,986 lbs of Carbon Dioxide, a leading greenhouse gas, from entering the atmosphere annually. This is the annual CO₂ reduction equivalent of taking 36 cars off the road for a year.

2) Does it affect the power supply for municipal buildings/City?

Not at all. A REC purchase guarantees that the associated Green Power went onto the Missouri grid. There is no way to guarantee that this particular green power, or any other power for that matter, can be delivered directly to the City municipal buildings. The power goes into the Missouri pool of electricity that we all share.

3) What does the City get from joining the program?

The anticipated benefits to the City include:

Leadership – further Creve Coeur’s status as a regional leader in sustainability.

Community Pride – citizens and businesses working together.

Media coverage – second in Missouri provides extra excitement.

Education – raises awareness and educates about clean energy.

Next Level - help leverage further action on sustainability initiatives, including Climate Action Plan

Environmental Benefits – significant reductions in GHG emissions, specific to the City's Commitment to Green Power via Pure Power as described in No. 1 above.

- 5) What is the Challenge goal and does our challenge help Ameren meet their goal for providing power from green sources?

The Challenge goal is that 3% of the electricity used by all commercial and residential citizens in the City of Creve Coeur comes from Green Power sources. 3% of the City's usage equates to 1,523 Megawatt hours (MWh) per month. This 3% includes the 10% required (22 MWh per month) by the City to initiate the Challenge/become a green power partner. The calculation of the 3%, 1523 MWh figure for Creve Coeur can be found at the end of this document.

This goal has nothing to do with Ameren Missouri's requirement to provide power from green sources. The single purpose of the Challenge goal is for the City of Creve Coeur to become the second EPA Green Power Community in the state of Missouri.

- 6) Is this effort separate from the law passed in 2008 that created the mandate for utilities to add green power to their mix? If so, how and how do I know for sure it is separate and additional?

This effort is completely separate from the law passed in 2008. REC purchases and solar onsite installations are *voluntary* efforts on the part of consumers to support green power. These voluntary efforts are parallel efforts to those imposed by the state mandate, Proposition C, which passed in 2008 and requires the 3 large utilities in Missouri to generate a portion of their electricity from green power sources.

Pure Power is Green-e certified for this exact reason. This independent audit by the non-profit Center for Resource Solutions is conducted annually on the Pure Power program strictly to provide consumer assurance that the green power generated in association with a REC purchase is separate and additional to that generated by utility mandates.

- 7) What are the risks to the City? Are we locked in? Can the price change for participation in the program? Why are taxes charged? Is there a contract?

Pure Power is a voluntary program. There are no contracts. Customers may cancel at any time without penalty. The price, \$15 per MWh purchased, is set by tariff with the Missouri Public Service Commission and cannot change for the duration of the program life without Commission approval. There is no state sales tax charged for Pure Power.

Municipal taxes are charged based by default per order of the State of Missouri. A few municipals have voted to waive the taxes in support of renewable power.

Attachment – Creve Coeur Green Power Community Challenge Calculations

EPA Green Power Community Requirements 2011

Green Power Community Purchase Requirements	
<i>Community annual Electricity Usage</i>	<i>Minimum GPC Purchase Requirements After January 1, 2011</i>
> 100,000,000 kWh	3%
10,000,001-100,000,000 kWh	5%
1,000,001 - 10,000,000 kWh	10%
≤ 1,000,000 kWh	20%

- The City of Creve Coeur's 2010 collective usage was – 608,995,528 kWh which would require a 3% Green Power purchasing level across the City to achieve EPA Green Power Community Status. (3% of consumption would equal 18,269,866 kWh or 18,270 MWh.)
- This would require an aggregate total purchase by all City located entities of 1523 Megawatt hours or blocks per month. (18,270 / 12 months = 1523 MWh / month)
- Current City of Creve Coeur Business and Residential participation = 797 MWh per month. Total needed to qualify = 726 MWh. This includes several existing Creve Coeur Businesses – Monsanto being the largest.
- By reaching a 3% green power purchasing level, the city of Creve Coeur will prevent almost 28,936,025 pounds of carbon dioxide, a leading greenhouse gas, from entering the atmosphere, each year. This is the same environmental benefit provided by taking 2,574 cars off the road each year.



BECOMING A GREEN POWER COMMUNITY

Smart communities support local renewable energy.

Supporting renewable energy – like local wind power – keeps Missouri’s air clean, strengthens the local economy, and protects natural resources for future generations.

Pure Power and Microgrid Energy are teaming up to work with local Municipalities to take a leap forward in their support for renewable energy, by providing support in pursuing the EPA’s Green Power Community Challenge

Are You Ready for a Challenge?

Leading municipalities across the nation are partnering with the EPA to become Green Power Communities (GPCs). GPCs are cities, towns, and villages in which the local government, businesses, and residents collectively buy green power in amounts that meet or exceed EPA’s Green Power Community purchase requirements. Communities that reach those required limits within 6 months are recognized as EPA Green Power Communities.

Below are the steps required to achieve that status.

Step 1: The Community takes the Lead!

In order to become an EPA GPC, the community’s local government must first agree to purchase RECs in amounts that qualify them as an EPA Green Power Partner. Locally, this is equivalent to becoming a **Pure Power Leader Gold**. See the attached proposal which estimates the cost of achieving the Gold status.

Becoming a Pure Power Leader will demonstrate leadership and a commitment to build a cleaner and stronger environment.

Step 2: Organizing a Green Power Challenge

The EPA GPC Challenge requires that a campaign be implemented which challenges businesses, residents, and non-profit organizations to support renewable energy. This challenge aims to educate and encourage businesses and residents to purchase green power by signing up for Pure Power or installing solar or wind power on their property.

The idea is that everyone sees that their participation is not only helping them achieve something they can feel good about individually, but that they are also helping their community achieve something significant and exciting.

In order to become an EPA GPC, the aggregate green power purchases of all homes, businesses, and city facilities within the city limits must equal a certain percentage (2-6%) of the city’s aggregate annual electricity use. See attached sheet detailing the requirements for your municipality.



Step 3: Launching a Community-Wide Challenge

EPA Green Power Community (GPC) Challenges typically begin with a launch event to raise awareness within the city, announce the challenge to the greater community, and receive local media recognition. This celebration should jump-start participation and recognize businesses and residents who have taken the lead in supporting renewable energy.

An EPA GPC Challenge should last no longer than 6 months. This short time frame helps create a focused effort in order to have the best chance for success.

The following are examples of different types of promotions that can be implemented:

- Marketing and Outreach – banners at City Hall, booths at community events, community presentations, store-front tabling, focused business outreach, newspaper ads, radio ads, direct mail promotions, bill inserts, email campaigns.
- Create a timeline – schedule in advance for events, advertisements, and promotions, and publicize this schedule. The goal is to define the period of time for the challenge and to have a roadmap for the events that will help keep enthusiasm, pride, and participation high for the duration of the challenge.
- Provide Resources - Make a list of Solar installers who do work in the area available to the community. Microgrid Energy will provide a special promotional opportunity as part of this partnership (see attached), but any installer can be used as part of this challenge.
- Plan a Culmination Event - Once a community's participation goals are reached, the challenge should conclude with a celebration and official designation as an EPA Green Power Community. This will be a high profile event with national media coverage.

How Will Pure Power and Microgrid Assist?

Pure Power and Microgrid Energy recognize that that city budgets and staff are stretched and that it will take outside support to assist in doing the work necessary to get the participation from the community at levels that will meet the requirements of the GPC Challenge.

With that in mind, we are offering to work with you every step of the way in designing and implementing the marketing effort, including design of print and web materials, email campaigns, events, etc. We will help cover the cost of some of the events and marketing materials.

We would be proposing to form a Challenge Planning Team that would be composed of staff from our three entities, and perhaps some community members as well. Other than the monthly meetings of this Team and the associated communications, the majority of the work can be handled by Microgrid and Pure Power staff.



Why Participate?

The GPC Challenge offers an important opportunity, and utilizing the assistance of Pure Power and Microgrid, it becomes more attainable. Some of the benefits of succeeding in the Challenge are:

1. Reduce the community's carbon footprint
2. Increase community pride by showing regional leadership
3. Engage businesses, environmental organizations, and citizens
4. Receive local media attention and exposure
5. EPA program benefits
 - Earn national recognition as an EPA Green Power Community
 - Listing on EPA's Green Power Partnership Web site
 - Eligibility for the Green Power Leadership Awards
 - Receive two street signs indicating your community's designation as a Green Power Community

Welcome to a Green Power Community

exceeding U.S. EPA
guidelines for buying
clean, renewable energy.



2005

Next Steps

Due to limited resources, Pure Power and Microgrid Energy are offering this opportunity to select Municipalities, and we are currently evaluating prospects for the first round of partnerships.

Selected municipalities will need to enroll in the EPA program at
<http://www.epa.gov/greenpower/communities/index.htm>

Pure Power and Microgrid will ask for a letter of commitment to be signed by all three parties outlining what each is agreeing to provide towards this effort.

Contacts

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March 14, 2011

Jaysen Christiansen
City of Creve Coeur

Dear Jaysen:

Introduction

Ameren Missouri is committed to environmental stewardship and expanding the use of renewable energy in the Midwest region. As part of that commitment Ameren Missouri is proud to offer **Pure Power**, a voluntary renewable energy option. **Pure Power** is an easy and cost-effective way to support the development of new renewable energy sources in Missouri, gain significant recognition within the community, and reduce The City of Creve Coeur's carbon footprint.

When a business enrolls in **Pure Power**, Ameren Missouri begins purchasing renewable energy credits (RECs) equal to your monthly chosen participation level. Purchasing Green-e certified® renewable energy credits from specific wind, and other local renewable facilities ensures that electricity from these sources is delivered to the Midwest power pool. By retiring the renewable energy credits on behalf of **Pure Power** customers, and having them Green-e Certified®, Ameren Missouri insures that the environmental benefits of the renewable energy production only accrue to **Pure Power** customers.

As a **Pure Power Leader**, The City of Creve Coeur will lead the way for others to follow by demonstrating its commitment to environmental sustainability in Missouri. You also may discover that employees, clients, and suppliers of The City of Creve Coeur are already participating in **Pure Power** or comparable renewable energy programs, making participation an opportunity to demonstrate an alignment of values with many of your constituents.

Environmental & Social Benefits

Increasing the demand for renewable energy is an easy way for The City of Creve Coeur to continue to support sustainable business practices, stimulate a growing part of the economy, and help the country increase energy independence.

Right now, RECs for **Pure Power** are sourced 100% from Missouri's fifth utility scale wind farm, Farmer's City, which is located in Atchison County, Missouri. This 146 MW wind farm produces enough electricity to power 33,000 homes, supports 150 permanent jobs in Missouri and contributes up to \$1M in tax revenue annually.

Over the life of the program, at least 75% of the renewable energy credits purchased through **Pure Power** are sourced from new, local wind generation facilities. The balance of renewable energy credits could come from other forms of renewable energy in the regional power pool, with at no time less than half of the supply coming from Missouri and Illinois.



Washington Avenue Loft District • The Ventana Building • 1641 Washington Ave. • St. Louis, MO 63103 • Tel: 314.480.3554 • Fax: 314.480.7191 • AmerenMissouri.com/PurePower

Commitment

The City of Creve Coeur's commitment at the **Pure Power Leader- Gold** will help **prevent 417,986 lbs of Carbon Dioxide**, a leading greenhouse gas, from entering the atmosphere each year. This is the annual CO₂ reduction equivalent of taking **36 cars** off the road **for a year**. This reduction in Carbon Dioxide and other Green House Gas Emissions not only cleans our Missouri air, but the purchase of RECs from these wind farms encourages the development of more Missouri based renewable energy sources and creates the jobs that accompany such developments. This triple bottom line impact makes **Pure Power** important for Missouri's energy future.

Program Costs

Participating in **Pure Power** is easy and flexible; The City of Creve Coeur can determine the number of **Pure Power** blocks to purchase making it easy to manage costs. Each 1,000 kWh block you elect to purchase adds an additional \$15 per month to your monthly electric bill. Several options for participation are outline on the next page. There are no capital expenditures or equipment to install, and you can cancel your participation at any time. What's more, **Pure Power** has the lowest price premium among similar utility programs offered in Missouri and Illinois.

Public Relations Benefits

Making a commitment to Missouri renewable energy by enrolling in **Pure Power** provides an exciting and compelling message that should be shared with employees, clients and the community.

Pure Power provides Recognition Benefits to all partners based on the participation level they choose and is also happy to spend time with partner company employees discussing this commitment so they are also able to communicate the message effectively. A chart detailing these benefits follows.

I look forward to discussing **Pure Power** with you.

Sincerely,

Cindy Bambini

cbambini@3degreesinc.com

Senior Ameren Partnership Manager

3Degrees

1641 Washington Avenue

St. Louis, MO 63103

314.606.5328



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Participation Options:

Terms: **Pure Power** will appear as an additional line item on your bill as long as you remain enrolled or we can make arrangements for a special bill. You may cancel your participation at anytime. The percentages quoted for participation are based at a minimum on the EPA required percentages for Green Power Partner status. For more information see: <http://www.epa.gov/grnpower/index.htm>

Sources and Locations of Renewable Energy: At least 75% wind, with up to 25% other renewables. All sources are 100% “new,” meaning the facilities began operating in 2002 or later. At least 50% of resources are generated in Missouri and Illinois and the balance from the Midwest ISO power pool. For 2010 and 2011, we are sourcing 100% Missouri Wind.

Certification: **Pure Power** renewable energy credits are Green-e Certified[®] and meet the consumer and environmental protection standards set forth by the independent, non-profit, Center for Resource Solutions.

The City of Creve Coeur

Estimated total account annual kWh: 2,608,110 kWh

Pure Power Level	% of Annual Demand	Blocks/Month	Cost/Month	Cost/Year
Leader Gold – EPA Green Power Partner	10%	22	\$330	\$3,960

Recognition Benefits:

Each Pure Power Business Leader will receive program benefits based on the participation level chosen as detailed in the following chart:



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Corporate, Government and Education Recognition Tiers and Benefits				Champion levels based on 2.1 MW turbine at 30% capacity factor		
1000 kWh = 1 MWh = 1 Renewable Energy Credit = 1 Block Pure Power	Ameren Missouri Pure Power Leader Silver <240,000 kWh/year	Ameren Missouri Pure Power Leader Gold (EPA Green Power Partner)	Ameren Missouri Pure Power Leader Platinum	Ameren Missouri Pure Power Champion 1/2 Turbine	Ameren Missouri Pure Power Champion Full Turbine	
Number of MWh Blocks or % consumption per Month	At least 1	3% to 20% of consumption*	4% to 30% of consumption*	230	460	
Cost of Participation/year	\$180+	Varies	Varies	\$41,400	\$82,800	
Annual CO2 Offset **	10 tons+	Varies	Varies	1,964 tons	3,928 tons	
Program Benefits						Frequency
Pure Power Window Clings	x	x	x	x	x	Once
Certificate of Recognition	x	x	x	x	x	Once
Recognition on Pure Power page of Ameren Web site	Name	Name & Link	Logo & Link	Logo & Link	Logo & Link	Ongoing
Recognition on Pure Power Social Media Feeds	x	x	x	x	x	Ongoing
Linked-in Pure Power Partner Group Access	x	x	x	x	x	Ongoing
Listing in Pure Power Newsletter	x	x	Article	Article	Article	Once
Business name listed in selected Pure Power Ads and Materials	x	x	x	x	x	Intermittent
Use of Pure Power Logo and Images	x	x	x	x	x	Ongoing
Invitation to Pure Power networking events	x	x	x	x	x	Quarterly
Option to participate in Pure Power Perks Program	x	x	x	x	x	Once
Pure Power images and copy for use on Web site	x	x	x	x	x	Once
Listing in Pure Power Ad recognizing many businesses		Standard listing	Standard listing	Premium listing	Premier Listing	Once
Press Release		x	x	x	x	Once
Recognition Giclee Artwork		12"x12"	24"x30"	24"x30" (2)	24"x30" (4)	Once
Thank you Ad in local newspaper exclusive to your business				x	x	Once
* Based on the EPA Green Power Partnership (GPP) graduated purchase requirements using an organization's total electricity usage.						
** Each 1,000 kWh block of Pure Power represents the displacement of 1,583 lbs of CO ₂ emissions from the Midwest ISO Grid.						
EPA GPP graduated purchase requirements can be found online at www.epa.gov/greenpower/join/howmuch.htm .						

Sample Recognition Poster



EXPRESS SCRIPTS®



congratulations
**PURE POWER
LEADER**

EXPRESS SCRIPTS supports the generation of **216 megawatt hours** of clean, local, renewable energy through **AmerenUE's Pure Power program**. Each year Express Scripts prevents **398,304 pounds** of carbon dioxide from entering the atmosphere.

This is the environmental equivalent of preserving **41 acres of forest** storing carbon for one year or taking **39 cars** off the road each year.



Creve Coeur EPA Green Power Community Challenge

June 13, 2011



The Goal

The City of Creve Coeur
achieves the designation
of

EPA Green Power
Community (GPC.)



Congressman Carnahan helps unveil the GPC street sign presented to the City of Clayton by the EPA in April 2011

The EPA GPC Program

EPA Green Power Community



- EPA initiative that challenges communities to purchase clean energy in an amount that meets required targets based on electric consumption.
- Challenge intention is to motivate unified action and to reward communities that show leadership.
- EPA provides program guidelines and assistance.

In good, green company...

- River Falls, WI
- Durango, CO
- Park City, Utah
- Santa Clara, CA
- Swarthmore, PA
- Palo Alto, CA
- Sale, OR
- Bend, OR
- Corvallis, OR
- Clayton, MO....

EPA GPC Requirements - #1

City itself becomes a Green Power Partner

- Creve Coeur enrolls in the Pure Power program at Gold Leader level (EPA Green Power Partner level)
- Cost = **\$3,960 /year**
- City is already collecting additional Utility taxes on existing Pure Power enrollments –
$$7\% \times 664 \text{ MWh} \times \$15/\text{MWh} \times 12 \text{ months} = \textbf{\$8,366 / year}$$
- Additional money the City would bring in if the Challenge is successful = **\$9,000 /year** (estimated).

EPA GPC Requirements - #2

Commit to and initiate a public EPA GPC Challenge campaign.

- Mayoral Proclamation
- Or Vote of Board of Alderman
- Or Press Release

EPA GPC Requirements - #3

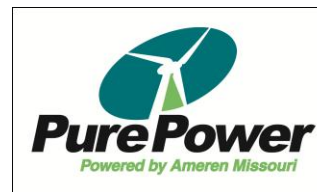
- Achieve Creve Coeur specific challenge target:
3% of total power consumed City-wide from green power purchases or onsite production.
- City of Creve Coeur is already 50% of the way to achieving the goal.
- Both Commercial and Residential Power

Benefits to Creve Coeur

- Leadership – further Creve Coeur’s status as a regional leader in sustainability.
- Community Pride – citizens and businesses working together.
- Media coverage – second in Missouri provides extra excitement.
- Education – raises awareness and educates about clean energy.
- Next Level - help leverage further action on sustainability initiatives, including Climate Action Plan
- Environmental Benefits – significant reductions in GHG emissions.

Creve Coeur's Challenge Partners: Ameren Missouri Pure Power & Microgrid Energy

- Develop, fund and execute challenge marketing and education campaign
- Lead and staff challenge team
- Handle administrative tasks associated with achieving challenge target
- Have fun, engage and educate community



What Counts Towards EPA GPC Target?

1. Participation in a voluntary green power REC purchase program

And/Or

2. Installation of onsite Solar Electric (PV) systems

Both commercial and residential power users.

No obligation to work with a particular solar installer or REC provider

Ameren Missouri Pure Power



- **Voluntary green power program** that gives any Ameren Missouri customer the opportunity to offset up to 100% of their electrical usage with Missouri Renewable Energy Credits (RECs)
- Each 1 MWh Missouri REC purchased via the Pure Power program is a guarantee that an equivalent amount of new, renewable energy (green power) was generated onto the Missouri grid.
- The carbon reduction associated with each MWh of green power purchased is transferred to the entity/person that purchases the REC.

Microgrid Energy



- Community Solar Program – a group purchasing plan, offering discounts and Solar loan program to residential buyers
- Potential use of Nonprofit model to install solar at area schools at no cost to the schools.
- Public Education and Awareness events on Solar Energy, in coordination with local groups

EPA Provides

- Credibility
 - Use nationally accepted guidelines for green power purchasing
- Expert Advice
 - Identify types of products to best suit community needs
 - Determine environmental benefit of options
- Recognition
 - Assistance with messages and marketing
 - Use of EPA Green Power Partner Mark
 - Eligibility for Leadership Club and Leadership awards.
- Web-based Information
 - Expert Advice

Green Power Community Sign

- Highlights a successful campaign
 - Each Community receives two 24" x 30" aluminum signs
 - Designed for outdoor display
- Other Recognition
 - Artwork for Community Banner
 - Press Release Assistance
 - Listing on EPA website

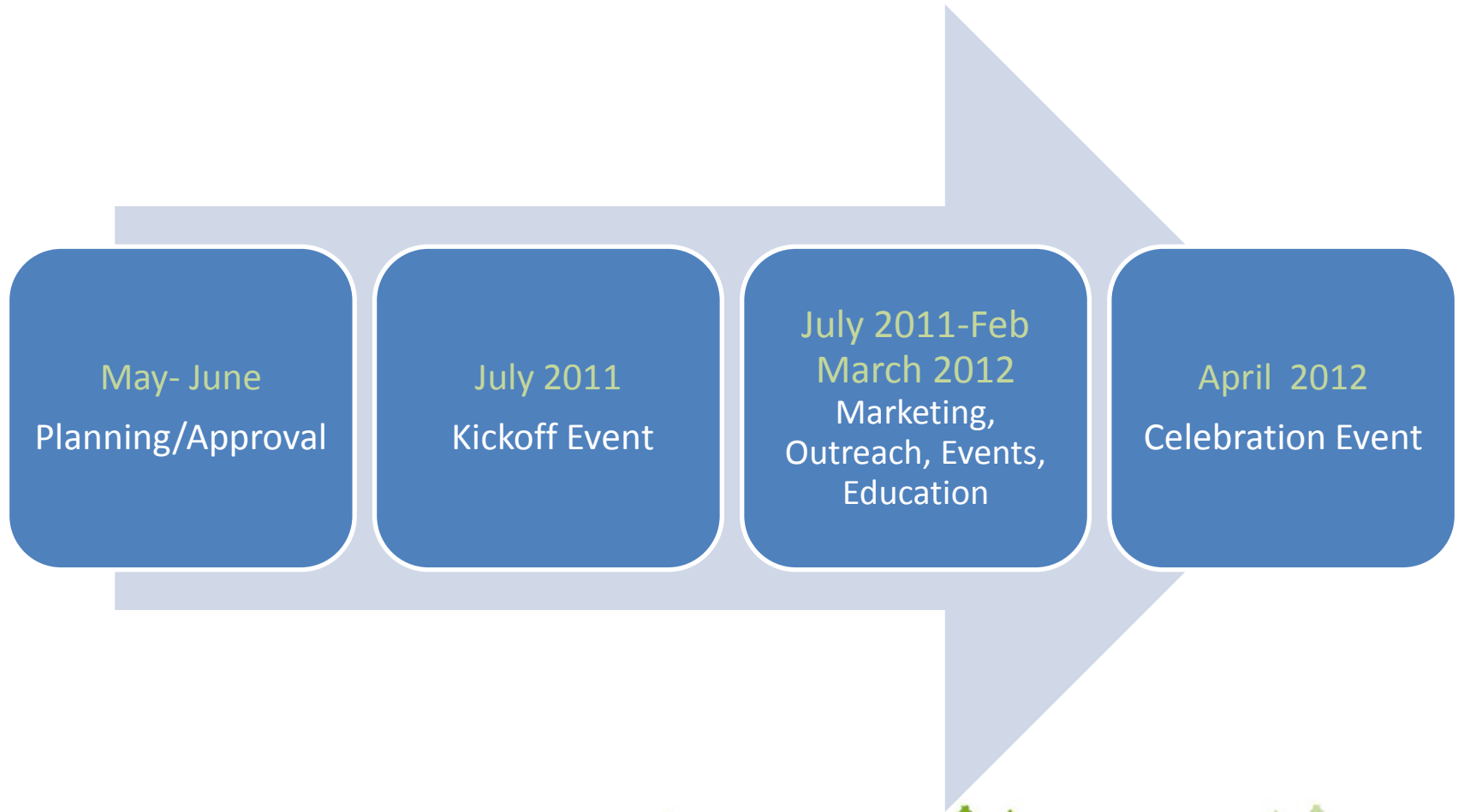


Oregon's Governor Kulongowski and EPA's Matt Clouse holding a Green Power Community sign



Event Banners: EPA can provide artwork development services to produce banners for announcement events.

Anticipated Challenge Schedule



Is this achievable?

Because of existing support for green power via the Pure Power program, Creve Coeur is already **more than half** of the way to the target 1,523 MWh monthly green power goal required for EPA GPC.

Current Creve Coeur business and residential green power purchase via Pure Power = 797 MWh per month.

Total additional needed to qualify as EPA GPC = 726 MWh per month
which equates to:

726 households supporting 1 MWh a month via Pure Power or an onsite solar installation OR

10 large businesses at 80 MWh per month or fifteen 25 kW solar arrays
(or any combination in between.)

Challenge Team Outreach Tactics

- City Communication vehicles – newsletters, bill inserts, e-news
- Events – at least 3 events (Kick-off, mid-term and celebratory when EPA GPC Status achieved)
- Integrate with Existing Community Events– Climate Action Task Force, Parks and Recreation, 5K-10K Walk/Run
- Local Groups Tie In – Chamber, Recycling and Environment Committee
- Media work - Coordinate with Patch, issue press releases
- Online presence – Website for challenge, Facebook page
- Solicit large power users directly to be lead contributors

Q & A

Cindy Bambini

*Senior Ameren Partnership
Manager*

3Degrees

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Meeting Summary
Climate Action Task Force
Government Center
Meeting Room 2
May 24, 2011
4:30 p.m.

In attendance: Climate Action Task Force Members: John May (chair), Kathleen Engel (vice chair), Sabine McDowell, Sue Baseley, Fran Cantor, Jahn Epstein, and Judy Sherman.

Absent: David Downs, Ken Howard, Jill Schupp, and Council Liaison, Beth Kistner.

Staff present: Assistant to the City Administrator, Jaysen Christensen.

John May called the meeting to order at 4:35 PM.

Approval of Meeting Summary

The meeting summary for the CATF meeting of February 16, 2011 was reviewed, and a misspelling of Fran Cantor's name under the Planning Department discussion heading was corrected. **Action:** Kathleen Engel moved to approve the February 16, 2011 meeting summary as amended. Sabine McDowell seconded the motion. The motion carried unanimously.

Task Force Vacancies

Fran Cantor and Sue Baseley expressed interest in being reappointed to the Task Force when their current terms expire on June 30, 2011. John May stated that Jill Schupp has also expressed interest in continuing after her current term expires on June 30, 2011. Dr. May stated that David Downs' term will expire; however, David is no longer participating on the Task Force and has not expressed interest in being reappointed. Dr. May stated that a nominating committee would soon be scheduled by Mayor Dielmann and the City Council President and that he and/or Ms. Engel would be attending and would plan to recommend Ms. Baseley, Ms. Cantor, and Ms. Schupp for reappointment.

Election of Chair and Vice Chair

Dr. May stated that City Committees including the CATF are required to elect a chair and a vice chair each year. A unanimous consensus was expressed by Task Force members to nominate Kathleen Engel (currently CATF Vice Chair) to Chair. **Action:** Fran Cantor moved to elect Kathleen Engel to CATF Chair effective July 1, 2011. Judy Sherman seconded the motion. The motion carried unanimously. **Action:** Judy Sherman moved to elect Sue Baseley to CATF Vice Chair effective July 1, 2011. Jahn Epstein seconded the motion. The motion carried unanimously.

Green Power Community Challenge

John May provided an overview of the Green Power Community (GPC) Challenge, which was presented to the CATF by Rick Hunter of Microgrid Energy and Cindy Bambini of 3 Degrees on May 18, 2011. The GPC Challenge is sponsored by the EPA

as a way to encourage communities to use renewable energy. Participating in the challenge would require the City to purchase renewable energy credits (RECs) to offset its energy use and then committing to a GPC Challenge campaign in the community to offset 3% of Creve Coeur's total power usage. Locally in St. Louis, the GPC Challenge is being promoted by Ameren Pure Power which sales RECs to support its Missouri wind farms. Microgrid Energy and 3 Degrees have been contracted by Ameren to help promote and administer the GPC Challenge and Pure Power. Microgrid Energy is a local company that specializes in renewable energy and energy efficiency including solar panels, which is also an eligible renewable energy source under the program.

The City of Clayton was the first city in Missouri to become a GPC. Creve Coeur has been approached by Microgrid Energy and 3 Degrees about being the second such community. The City Administrator suggested that the CATF first review the GPC proposal and make a recommendation to the City Council.

Dr. May stated that purchasing RECs was included as part of his draft of Phase II of the Climate Action Plan.

Judy Sherman asked if by purchasing Pure Power RECs customers would just be donating money to Ameren for wind farms that would be built anyway. Dr. May stated that in some parts of the country, wind power and other renewable energy sources have reached or are becoming close to reaching grid parity meaning that the energy from renewable sources costs about the same as energy from other sources such as coal; however, wind power in Missouri is still more expensive than coal. Thus, he saw the program as a way of supporting the development of an industry that will be critical in meeting the CATF's long term goals.

It was discussed that Rick Hunter had stated that if Creve Coeur reached its GPC target of 3%, the cost to the City for purchasing Pure Power RECs (approximately \$4,000 per year) would be offset by an increase in utility taxes from the RECs purchased by other Ameren customers in Creve Coeur (RECs are subject to the utility tax). Dr. May stated that Mr. Hunter had indicated that meeting the GPC target would actually bring in approximately \$8,000 in additional annual utility tax revenues to the City and therefore net about \$4,000 per year (\$8,000 of additional tax revenues minus \$4,000 of cost to the City). Dr. May stated that Mr. Hunter also stated that the City is already half way to reaching the 3% target without initiating the GPC Challenge as some customers such as Monsanto are already buying Pure Power RECs; therefore, the City should already be receiving approximately \$4,000 per year in additional utility tax revenues due to RECs being purchased. Dr. May stated that achieving the 3% target would offset the City's cost but not result in a net positive gain of \$4,000 to the City.

Ms. Engel stated that she believes that a GPC Challenge in Creve Coeur would have a positive effect on educating the community about reducing carbon emissions and with the help of Ameren and 3 Degrees, could be accomplished with a relatively small amount of City staff and CATF resources.

Sabine McDowell stated that she believes that it would be more effective for the City to use the money required to purchase RECs to do its own marketing.

Action: Fran Cantor moved to recommend to the City Council that it authorize the purchase of RECs to become a Green Power Community and initiate the GPC Challenge to the community. Kathleen Engel seconded the motion. The motion carried 5 to 2. Ayes: May, Baseley, Cantor, Engel, Epstein. Nays: McDowell, Sherman.

St. Louis County SAVES

Kathleen Engel provided an overview of the St. Louis County SAVES program, which provides low interest loans (3.5% fixed APR) to County residents to make energy efficiency upgrades to their homes. Unlike the PACE program, which would have put a creditor lien on the borrower's home and would have required an energy audit to ensure that the improvements would generate enough energy savings to offset the loan payments, the SAVES program is an unsecured personal loan and does not require an energy audit. This means that the loans will only be made to residents with good credit (FICO score of at least 660).

Dr. May stated that the County requires municipalities to first sign an agreement authorizing it to administer the program to the municipality's residents and to help educate residents about the program by distributing information through available means such as the City's website and monthly newsletter.

Staff liaison, Jaysen Christensen, stated that the CATF was asked to consider the program and make a recommendation to the City Council. The Council is scheduled to consider the St. Louis County SAVES agreement at its next meeting (June 13, 2011).

Action: Kathleen Engel moved to recommend that the City Council authorize an agreement to allow Creve Coeur residents to participate in the St. Louis County SAVES program. Judy Sherman seconded the motion. The motion carried unanimously.

The meeting adjourned at 5:50 PM.

Submitted by:

Jaysen Christensen,
Assistant to the City Administrator

Next meeting:
Wednesday, June 15, 2011 @ 4:30 p.m.
Government Center, Meeting Room 2

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CREVE COEUR,
MISSOURI, AMENDING CHAPTER 205 OF THE MUNICIPAL CODE PERTAINING
TO ANIMALS AND FOWL TO ALLOW CHICKEN HENS TO BE KEPT WITHIN CITY
LIMITS.**

WHEREAS, the City has determined that there is interest and support among residents to allow chicken hens to be kept within city limits, including for the purpose of producing home-grown eggs for non-commercial use; and

WHEREAS, there are believed to be health and environmental benefits associated with raising chicken hens and eating home-grown eggs; and

WHEREAS, several neighboring cities currently allow chicken hens to be kept within their city limits and have not experienced significant problems, and

WHEREAS, the City allowed residents to keep chicken hens prior to a comprehensive revision to the Municipal Code in October 2009; and

WHEREAS, no significant problems or complaints associated with keeping chicken hens prior to the 2009 Municipal Code revision have been identified.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF CREVE COEUR, AS FOLLOWS:

SECTION 1. Section 205.010 of the Municipal Code pertaining to the definition of "FOWL" is hereby amended to read as follows:

FOWL: Chicken roosters, ducks, geese, peacocks and pigeons.

SECTION 2. Chapter 205: Animals and Fowl, is hereby amended by adding a new section pertaining to restrictions on chicken hens to read as follows:

RESTRICTIONS ON CHICKEN HENS

A. Up to eight (8) chicken hens may be kept for private, non-commercial, and non-breeding use on parcels zoned "HE" (higher education) or "A, B, C, or D" (single family residential) that are at least 7,500 square feet in total land area and have at least 5,500 square feet of unimproved land area. An additional hen is allowed for each 2,500 additional square feet above the minimum lot size for eligible parcels to a maximum number of twelve (12) hens. Roosters are prohibited.

B. Chicken hens must be securely constrained and enclosed in a suitable shelter, chicken coop, aviary, or other outbuilding or enclosure surrounded by wire netting or other fence to prevent their escape therefrom and such structure must be kept in good repair and free of peeling paint, untreated or rotted wood and rust. Such wire netting or fence shall not exceed six (6) feet in height. Shelters, coops, aviaries, or other outbuildings shall not exceed 12 feet in height or 100 feet in gross floor area, shall be located at least ten (10) feet from the principal building, and shall only be located in the rear yard. The rear-yard setback must at least five (5) feet from the rear lot line and the same side yard as is required for the principal structure located on the zoning lot shall be maintained. Areas containing any shelter, chicken coop,

BILL NO. 5355

ORDINANCE NO. _____

aviary or other outbuilding, and any appurtenances thereto must either be of level grade or graded in a direction away from the property line preventing run off to adjacent property.

C. Chicken hens shall be kept and maintained in a clean and wholesome manner as follows:

1. Any manure or other waste from the chicken hens shall be collected and properly removed from the premises or tilled into the soil on the premises promptly and regularly to prevent the spreading of offensive smells or diseases.
2. The owner of the premises and the tenant and custodian must promptly comply with orders of the City and/or the St. Louis County Department of Health in respect to any unsanitary condition found to exist.
3. The presence of numerous flies or the presence of fly larvae in the vicinity of any such premises, enclosures or structures shall be evidence of a lack of sanitary maintenance of the premises, and shall constitute a public nuisance.
4. Any obnoxious odor or allergen arising from any condition existing within the enclosure or within any structure used or intended to be used for the housing of chicken hens shall be evidence of a lack of sanitary maintenance of the premises, and shall constitute a public nuisance.
5. Deceased chicken hens must be disposed of either through burial or incineration in accordance with federal, state, and county regulations.
6. All enclosures, refuse containers, and all feed containers intended for the use of chicken hens shall be constructed, maintained and kept in such a manner as to be completely rodent proof. The floors of every such enclosure shall be smooth and tight, and maintained so as to prevent accumulation of filth or water or harboring of vermin there under.

SECTION 3:

This Ordinance shall become effective pursuant to the provisions of Section 3.11(g) of the Charter.

Passed this _____ day of _____, 2012.

Tara Nealey, President
City Council

Approved this _____ day of _____, 2012.

Harold L. Dielmann, Mayor

Attest:

Deborah Ryan
City Clerk



INTEROFFICE MEMORANDUM

Date: December 12, 2011

To: Mark Perkins, City Administrator
 From: Jaysen Christensen, Assistant to the City Administrator
 Subject: Domestic Chickens

The issue of whether or not chickens should be allowed in Creve Coeur has been discussed in recent city council meetings. The attached November 14 staff memo summarizes the research and input that has been collected and considered to date.

Additionally, at the request of Councilmember Saunders, information about how many chicken permits have been issued in neighboring cities and how long these cities have permitted chickens has been added to the table below:

City	Chickens allowed?	Permit required?	How many allowed per property?	Property requirements	How long have chickens been permitted?	How many permits citywide?
Clayton	Yes	No	NA	Single family lots only. 5 foot setback on rear and side yards if coop is large enough to require building permit.	Since 2003	NA
Crestwood	Yes	Yes - \$10 annual fee	Up to 3	Single family lots only. If coop is large enough to require building permit, 5 foot rear yard setback and 6 to 12 foot side yard setback depending on lot size is required	Since about 2006.	7
Kirkwood	Yes	No	NA	Single family lots only. 5 foot setback on rear and side yards if coop is large enough to require building permit.	"Many, many years"	NA
Maplewood	Yes	Yes	Up to 6	Single family lots only; rear yard only; at least 5 feet from property lines	Since July 2009	26
Richmond Heights	Proposed	Yes - \$25 fee	Up to 5	Single family lots only. Typical accessory structure setbacks.	Bill currently under consideration.	NA
University City	Yes	Yes - \$50 fee	Up to 7	Single family lots only. Typical accessory structure setbacks.	Since 2009	5 **
Webster Groves	Yes	Yes	Up to 12 *	Single family lots only. May not be nearer than 50 feet to any neighboring dwelling.	Since 1940	26

* Up to 8 for lots of at least 7,500 square feet with one additional chicken allowed for each additional 2,500 square feet up to a maximum of 12

** Ordinance only allows maximum of 5 permits citywide

Summary of Bill

The attached bill proposes to allow chicken hens to be kept within city limits under the following conditions:

- Chicken hens would be allowed. Roosters would be prohibited.
- Chickens must be securely restrained and enclosed in a suitable coop or other enclosure kept in good repair and not to exceed 12 feet in height or 100 feet in gross floor area.
- Coops or other enclosures shall be located at least ten (10) feet from the principal building on the lot, shall only be located in the rear yard, shall set back at least five (5) feet from the rear lot line and shall maintain the same side yard as is required for the principal structure.
- Chicken hens are limited to parcels zoned "HE" (higher education) or "A, B, C, or D" (single family residential).
- Hens for lots less than 7,500 square feet or with less than 5,500 square feet of unimproved land area are prohibited. Eight (8) hens are allowed for lots 7,500 square feet or greater. An additional hen is allowed for each 2,500 additional lot square footage to a maximum number of twelve (12) hens.
- Chickens would be required to be kept and maintained in a clean and wholesome manner to prevent the spread of obnoxious odors or disease.

I would be happy to provide additional any information that would be helpful.

Attachments

- Staff Memo dated November 14, 2011
- Bill to allow chickens to be kept within city limits



INTEROFFICE MEMORANDUM

Date: November 14, 2011

To: Mark Perkins, City Administrator
From: Jaysen Christensen, Assistant to the City Administrator
Subject: Domestic Chickens

At its August 8, 2011 meeting, the City Council discussed whether or not residents should be allowed to keep chickens. It was requested that research be done including gathering input from residents on the issue. Staff has conducted a survey of residents on the City's website and has further researched what is being done in other cities.

Resident Survey

A survey was conducted on the City's website from late August to early October to solicit feedback from residents on whether or not domestic chickens should be allowed within City limits. Following is a summary of the 122 resident responses that were received:

"How supportive are you of the City allowing chickens (hens only, not roosters) in residential areas in Creve Coeur?"

	No. of responses	Percentage
Very Opposed	37	30%
Opposed	9	7%
Neutral	9	7%
Supportive	7	6%
Very Supportive	60	49%
Total	122	100%

Reasons indicated for being opposed:

- Odors
- Disease
- Noise
- May attract predators
- Not in harmony with Creve Coeur's character

Reasons indicated for being supportive:

- Healthier eggs
- Better tasting eggs
- Good for environment
- Enjoyable family activity

All 122 responses and comments are provided in the attached spreadsheet.

Neighboring Cities

Neighboring cities that currently allow chickens include Clayton, Crestwood, Kirkwood, Maplewood, University City, and Webster Groves. The staff who were conacted in these cities could not recall any significant problems or complaints related to allowing residents to keep chickens in their cities.

The City of Richmond Heights is currently considering whether or not to allow its residents to keep chickens. The following table compares how chickens are regulated in these cities:

City	Allowed?	Permit Required?	Limit to Number of chickens	Property requirements
Clayton	Yes	No	Not addressed in code	Single family lots only. 5 foot setback on rear and side yards if coop is large enough to require building permit.
Crestwood	Yes	Yes	Up to 3	Single family lots only. If coop is large enough to require building permit, 5 foot rear yard setback and 6 to 12 foot side yard setback depending on lot size is required
Kirkwood	Yes	No	Not addressed in code	Single family lots only. 5 foot setback on rear and side yards if coop is large enough to require building permit.
Maplewood	Yes	Yes	Up to 6	Single family lots only; rear yard only; at least 5 feet from property lines
Richmond Heights	Proposed	Yes - \$25 fee	Up to 5	Single family lots only. Typical accessory structure setbacks.
University City	Yes	Yes - \$50 fee	Up to 7	Single family lots only. Typical accessory structure setbacks.
Webster Groves	Yes	Yes	Up to 8 for lots of at least 7,500 square feet with one additional chicken allowed for each additional 2,500 square feet up to a maximum of 12	Single family lots only. May not be nearer than 50 feet to any neighboring dwelling.

Code Changes to Consider

Prior to October 2009, the Creve Coeur Municipal Code did not prohibit backyard chickens; however, chickens and other fowl were added to the list of prohibited animals as part of the general revision to the Code in 2009. Section 205.020 of the new Code expressly states that it is unlawful to own, harbor, shelter, or possess chickens within the City limits.

SECTION 205.020: RESTRICTIONS ON GOATS, HOGS, SHEEP, HORSES, MULES AND CATTLE

A. It shall be unlawful to own, harbor, shelter, keep, control, manage or possess *any fowl* [SECTION 205.010 defines Fowl as "chickens, ducks, geese, peacocks, and pigeons"], goat(s), hog(s) of any description, sheep, cattle or mules within the City limits.

It does not appear that adding chickens to the list of prohibited animals was the result of any problem or complaint that the City had experienced, and the City's code enforcement division and Police Department do not recall any significant issues related to chickens. Likewise, City staff has contacted neighboring cities that permit backyard chickens and found those cities to report no significant issues or concerns.

Should the City decide to allow chickens, it is recommended that the Council amend Section 205.020 (A) to allow "chicken hens" and that a new paragraph be added to Section 205.020 as follows:

C. Chicken hens may be kept for private, non-commercial, and non-breeding use and must be adequately confined within a yard or other place surrounded by a wire netting or other fence sufficient to prevent their escape there from. The pen shall be maintained in a clean and wholesome manner. Any manure or other discharges from the birds shall be collected so as to prevent the spread of offensive smells or disease.

Hens are limited to parcels zoned "HE" (higher education) or "A, B, C, or D" (single family residential). Hens for lots less than 7,500 square feet or with less than 5,500 square feet of unimproved land area are prohibited. Eight (8) hens are allowed for lots 7,500 square feet or greater. An additional hen is allowed for each 2,500 additional lot square footage to a maximum number of twelve (12) hens. Areas containing any shelter, chicken coop, aviary or other outbuilding, and any appurtenances thereto must either be of level grade or graded in a direction away from the property line preventing run off to adjacent property.

I would be happy to research or provide any additional information.

Attachments

- Survey responses and comments

Chicken Ordinance Survey

Start Date: 8/19/2011

End Date: 10/3/2011

How supportive are you of the City allowing chickens (hens only, not roosters) in residential areas in Creve Coeur?

Response: Do you have any comments on this issue?

Neutral	I am not opposed to a neighbor having a limited number of chickens - however, if there are no limits and it is possible to create a commercial enterprise with chickens (no matter how small), I would oppose such a proposition.	
Neutral		
Neutral		
Neutral	Confinement requirements would be crucial. There should be NO possibility of the chickens escaping into others' property or areas in which transmission of diseases (e.g., an avian flu) to other species (e.g., humans) could occur.	
Neutral		
Neutral		
Neutral	If we do allow chickens, it should be restricted to a minimum of one acre lots.	
Neutral	as long as there is an acre of land	
Neutral	If Clayton allows chickens, hasn't found any significant issues AND has nothing on the horizon to challenge this policy, then I am ok with it.	
Opposed	Unless you are running a farm for egg production, I don't believe we need chicken coops in Creve Coeur.	
Opposed		
Opposed	I wouldn't mind chickens, but really don't want to hear a rooster every morning!	
Opposed	Chicken manure and feathers are unpleasant. What predators will chickens draw to the area?	
Opposed		
Opposed	I volunteer at the Humane Society of Missouri's Longmeadow Rescue Ranch. We regularly receive chickens that have been rounded up from Tower Grove Park b/c they have escaped, been let go, or dumped--especially the roosters. I also clean the chicken coop on a regular basis and know first hand how messy chickens can be. I just don't think Creve Coeur needs back yard chicken coops. Fresh eggs can be obtained without much effort.	
Opposed		

Response: Do you have any comments on this issue?

Opposed	Doesn't seem like this maintains the high standards of the properties in our city. Honestly I'd rather see bow hunting of deer approved within city limits. We are highly overpopulated which causes damage to landscaping and gardens. This would be better than seeing chickens running around my neighbor's yard.	
Opposed	I worry about how clean the owners of the chickens will keep the pens. I know they will supposedly be forced to keep them clean and maintained but based on my experience with multiple dogs in the past, I know that this will not be done. I know that I can call authorities if there is a problem but that does not make for very nice relations with neighbors and does not work very well.	
Very Opposed	Roaming chickens on the island of Key West, FL add to the quirky nature of that area. Backyard chickens next door to me in a subdivision of Creve Coeur would just be sad and ridiculous. We live in MO. Move to a farm if you want farm animals. Have you ever smelled a chicken coop in the heat of the summer? Not pleasant.	
Very Opposed		
Very Opposed	Moved from Sullivan to Creve Coeur. This is not Sullivan, and we do not want chickens in anybody's backyard.	
Very Opposed	Dogs from adjoining yards go crazy and they create more mess!	
Very Opposed	I do not want to look out my window and see a pen or other structure that has chickens. I think the chickens if on the ground will soon have all the grass gone. If you do allow chickens I hope we have lots of rule of where they can be and how the pen or other structures can be built. I think a permit should be required and the area should be inspected just like anything else we build. Thanks for asking	
Very Opposed	I believe chickens (hens) are noisy dirty animals and should be kept/raised in controlled areas. I don't think they should be allowed in residential areas just because a "few" (many people ?????) think they are desirable. Next these people will want deer, pigs, goats, sheep, cattle, etc. to be added to the list of "enjoyable hobbies." Please quantify the number of "multiple requests by residents" to amend the code. PLEASE DO NOT CHANGE THE CURRENT MUNICIPAL CODE.	
Very Opposed	No matter how hard the chicken coop is maintained, there will be smells, water runoff, flies and noises. People can go to natural and organic food stores to buy eggs and poultry. Also, potential home buyers will look elsewhere and property values will be affected.	
Very Opposed		
Very Opposed	There is no guarantee that people would keep the pens properly.	
Very Opposed		
Very Opposed	this is not a farming community	

Response: Do you have any comments on this issue?

Very Opposed	We had someone keep chickens in Ladue pines last year until I asked the neighborhood to put an end to it. Even if they aren't rooters the chickens are noisy, the cages are messy and often smelly and attract coyotes. These will not be well regulated and will become an eyesore. I am very, very opposed
Very Opposed	I am STRONGLY OPPOSED. Chickens carry diseases, are dirty, make noise, attract predators like dogs as well as hawks, coyotes and foxes, and some people have allergies to chickens. To keep the chickens restricted to their property, the resident will be putting up fences that are an eyesore to the neighbor. There is NO plausible reason for anyone in Creve Coeur to keep chickens. Above it says: "Many people view keeping chickens as an enjoyable hobby with economic, environmental and health benefits. Home-grown eggs are believed to be generally healthier and better tasting than store-bought eggs." That is pure BULL and a phony reason for keeping chickens in Creve Coeur. There are other ways to get "fresh, healthy, home-grown eggs." If they want to keep chickens, then move out of Creve Coeur and live on a farm. Don't subject other people to their crazy desires. What if they wanted to keep alligators or lions. Would our city leaders be so stupid to accommodate them. And if other communities have laws allowing chicken-keeping, that is NO reason that Creve Coeur should make the same MISTAKE. Let the chicken-lovers move into these other communities.
Very Opposed	Outrageous to think that we are regressing to the point of again having farm animals in homes in Creve Coeur!
Very Opposed	
Very Opposed	
Very Opposed	
Very Opposed	I am surprised that the City would even consider such an issue.
Very Opposed	
Very Opposed	
Very Opposed	
Very Opposed	
Very Opposed	Farm animals such as chickens belong in a barnyard and not an upscale and respected city such as Creve Coeur. There are places this minority of the population can live that will allow this type of animal and perhaps they should consider moving. Don't soil the reputation of the city and punish the masses to accommodate a few.
Very Opposed	If I wanted to live with farm animals next to me I would have bought a house in a rural area.
Very Opposed	Bird flu and the potential noise are both very concerning.

Response: Do you have any comments on this issue?

Very Opposed	PLEASE PLEASE PLEASE do not pass this ordinance. Creve Coeur is a terrific community and we need to do all that we can to continue to preserve its appeal, appearance and "livability". We moved here 8 years ago and I can say with 100% candor that we would not have chosen Creve Coeur if the city had allowed chickens in backyards! Thank you for asking for our input and I appreciate your consideration of this feedback.
Very Opposed	
Very Opposed	
Very Opposed	My husband grew up with chickens in his backyard in East St Louis, and he can't stand being near them. When we went to an Amish grocery with a chicken pen next to it, he remained in the car. His opinion from experience is that they are both filthy and noisy. Please do not allow chickens to be raised in yards. At least our home sets on an acre of ground but I pity those who have small yards with neighbors that would have to tolerate the lice from the chickens as well as the noise.
Very Opposed	Creve Coeur is not rural Missouri, where residences are at least acres, and often miles apart. If not meticulously attended to, chickens and their droppings can be messy, smelly, and unsanitary. Their clucking can be noisy and irritating to neighbors who thought they were living in a quiet and affluent community -- not a barnyard. Who will monitor these chicken coops? Will they be inspected daily by city officials? Of course not. This is a major potential nuisance that Creve Coeur does not need. A very bad idea.
Very Opposed	
Very Opposed	Although I normally oppose restrictions, I feel that chickens could present a health hazard. Though chickens eat bugs, their dropping are breeding grounds for bacteria both stable & airborne. I would hate to have my family & pets exposed to these. I also feel that chickens would lower the value and sales potential of nearby houses. I certainly wouldn't consider buying a house if I saw farmyard animals next door.
Very Opposed	A thousand times no!!! People do not realize what they will have to deal with. It is hard to believe that odors will be effectively controlled. What will be done with the stinky manure that will have to be disposed of EVERY DAY! I cannot see how other health issues can be avoided. What proof is that that "home-grown eggs" are healthier? I'm a country-girl and know about these things. Do not underestimate the problems that will arise. Will there be permits and periodic city inspections instituted to assure hygienic conditions are maintained?
Very Opposed	The Mess is The Issue "Histoplasmosis" http://www.cdc.gov/niosh/hi97146.html
Very Opposed	
Very Opposed	

Response:	Do you have any comments on this issue?	
Very Opposed	Chickens are dirty and loud. They also produce too many eggs to keep people from using them "non-commercially."	
Supportive	My only concern would be that the neighbors homes wouldn't be exposed to dirt/run down areas that the chickens are kept in	
Supportive		
Supportive		
Supportive	I think some type building codes should be enforced for the "chicken coops" so they are not ugly sheds.	
Supportive		
Supportive	If people want to keep chickens and they are contained in their yard I see no problem.	
Supportive		
Very Supportive	This is a great idea! Hens in back yards typically consume insects and plants, producing eggs lower in cholesterol and with a much healthier balance of omega-3 and omega-6 fatty acids. They also contain substantially more beta carotene. In addition, chickens can serve as a form of weed control.	
Very Supportive	I would like to have chickens in my yard.	
Very Supportive	This is a great idea. I buy organic eggs to the tune of \$4.00 to \$5.00/dozen. Backyard chickens save residents money and help the environment by decreasing the amount of shipping and, therefore, gasoline used.	
Very Supportive		
Very Supportive		
Very Supportive	I think with proper care, residents should be allowed to keep chickens. No need for a rooster, just having fresh eggs from animals that you feed is a healthy, nice addition to any family. It's great for kids to learn responsibility and see where their food comes from.	
Very Supportive	Only concern is "Who, on our staff, will oversee Compliance.?"	
Very Supportive	We have always been supportive of people who want to raise chickens in Creve Coeur. If you look at photos from the 50's of residents in the city of St. Louis you will see many with coops in the backyard, right next to their home gardens.	
Very Supportive	I never have owned chickens but I really like the idea of people in my city owning them. I think it says something nice about the city in which I live.	
Very Supportive		
Very Supportive	This would be a great change for Creve Coeur! Chickens are very popular now and are good for the environment! They make the best garden fertilizer and eat most items that can be composted. Thank you for being forward thinking and keeping up with the times!	

Response: Do you have any comments on this issue?

Very Supportive	I would love to have chickens. Creve Coeur was a farming community for many generations, so the return of chickens, back yard gardens and being close to the earth, is appealing.
Very Supportive	My neice raises chickens in Olivette and the eggs are wonderful...the responsibility her children are learning is positive and the neighbors have not complained. win-win-win situation!
Very Supportive	I am a strong proponent of the proposed amendment, and will be one of the first growers in town! It might be advisable to (a) limit the number of birds per acre (not sure what is reasonable) and (b) provide some setback limits from adjacent property lines and/or adjacent home structures. Thank you for considering this amendment
Very Supportive	I am 56 years old and have lived in Creve Coeur most of my life. Creve Coeur was home to farms for yrs and years. I see only positive benefits from homeowners having chickens. They make great pets, produce scrumptious eggs and add beneficial fertilizer to plants. Enough said!
Very Supportive	
Very Supportive	i enjoy having chickens so we can kill them and have a natural food in our yard
Very Supportive	
Very Supportive	i really really really LOVE CHICKENS. Also chickens can lay eggs which are high in protein. Go Chickens :) Thanks for listening
Very Supportive	
Very Supportive	
Very Supportive	it's a great family activity. if for no other reason then approve it so that kids can have the opportunity to learn about where their food comes from. very popular in other regions of the u.s. eg:(northwest).
Very Supportive	My family and I have wanted chickens for awhile and they would be great to have. Pigs would also be great as a pet.
Very Supportive	What is a legitimate reason for a city to ban chickens? I can think of none. Eggs purchased in supermarkets are unhealthy, tasteless, and extremely high priced. I have been purchasing farm fresh eggs that are fed healthy feed for many years and would love to raise my own chickens. Allow them.
Very Supportive	What is a legitimate reason for a city to ban chickens? I can think of none. Eggs purchased in supermarkets are unhealthy, tasteless, and extremely high priced. I have been purchasing farm fresh eggs that are fed healthy feed for many years and would love to raise my own chickens. Allow them.
Very Supportive	

Response: Do you have any comments on this issue?

Very Supportive	For many people interested in the issues surrounding food safety, humanely raised and organics this is an important opportunity. I feel strongly that this ordinance to allow backyard hens in Creve Coeur would be a positive change.
Very Supportive	Chickens create few if any problems and are good for the environment.
Very Supportive	
Very Supportive	People should be free within their own property to do as they wish so long as it doesn't infringe on their neighbors. There are already ordinances with regard to noise and odor pollution. Keeping chickens is fundamentally no different than having dogs.
Very Supportive	I'm glad you are considering this!
Very Supportive	
Very Supportive	Thank you for being open-minded about native plants and gardens, as well as allowing chickens.
Very Supportive	I'm glad to hear this, although I probably would not keep any myself.
Very Supportive	This would be a step in the right direction for many reasons, as noted, but also a way for people to avoid supporting the abuses of factory farming.
Very Supportive	I don't see why people should be restricted from raising chickens, so long as it doesn't affect the health and well being of others.
Very Supportive	I agree with economic, environmental and health benefits of raising Chickens. Right now I get my eggs from a friend in Kirkwood. The problem though in Kirkwood is the wild animals getting there Hens, so we must be able to protect our investment from Raccoons and the other predators. I am very glad Creve Coeur is considering ordinance change.
Very Supportive	I feel goats should be added to this amendment as well. The benefits of goat's milk and cheese are the same as those listed above for eggs.
Very Supportive	I would love to keep them myself, but with the wildlife we have (hawks, owls, black snakes, occasional coyotes) I think it would be an expensive hobby!
Very Supportive	
Very Supportive	
Very Supportive	We have owned chickens in the past and have found them to be very worthwhile and enjoyable....the children very much enjoy them and the necessary tasks to keep them teach responsibility. We would strongly support this measure. Thank you.
Very Supportive	
Very Supportive	I think that Creve Coeur should allow residents to raise chickens in homes, not apts/condos.
Very Supportive	
Very Supportive	Time to do this-

Response: Do you have any comments on this issue?

	Keeping chickens is as natural and satisfying as a backyard vegetable garden. If kept in appropriate conditions and by responsible owners, chickens are quiet, pleasant, and productive domestic pets. Melinda Fleming, DVM
Very Supportive	
Very Supportive	
Very Supportive	It is a great idea.
Very Supportive	
Very Supportive	
Very Supportive	I am in favor of the health, economic, and environmental aspects of allowing chickens. Unsightly chicken coops would need to be disallowed.
Very Supportive	Why not -- even NYC allows chickens!
Very Supportive	
Very Supportive	
Very Supportive	We think this would be a very progressive move and keep Creve Coeur in line with our neighboring towns. Backyard eggs are extremely tasty. Maybe there need to be limits on size of the flocks and strictly enforced set backs or minimum lot sizes.
Very Supportive	This is a great opportunity for residents to raise a healthy alternative that is affordable. It also is a great chance for parents to educate their children on sustainability. My family just moved to Creve Coeur from Kirkwood and are really excited about the possibility to add fresh eggs along side our garden in the spring. Our neighbors are excited to reap the benefits of fresh eggs as well.
Very Supportive	This is exciting. I have wanted chickens for eggs for a long time, but did not want to go against an ordinance. I have bees and my neighbors love the honey. Not one sting! I think they would like me to share eggs with them too. Please amend the ordinance to allow backyard chickens.
Very Supportive	
Very Supportive	
Very Supportive	

Summary of Resident Responses

	No. of responses	Percentage
Very Opposed	37	30%
Opposed	9	7%
Neutral	9	7%
Supportive	7	6%
Very Supportive	60	49%
Total	122	100%

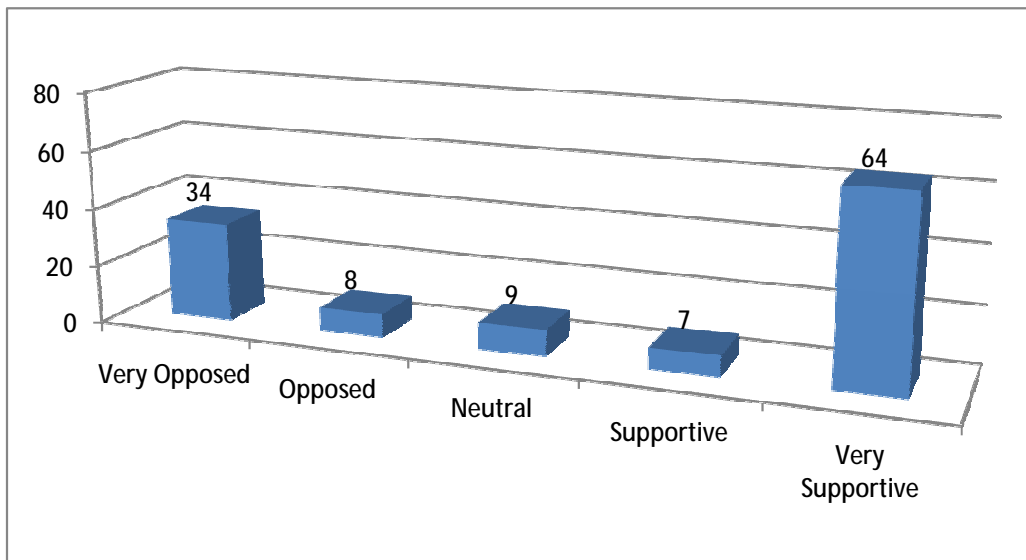
Response: Do you have any comments on this issue?

Other Responses

Very Supportive	I would LOVE to purchase eggs from a neighbor. Chickens also like to eat bugs which is a GOOD thing! Caring for animals is also good for children and families.
Very Supportive	
Very Supportive	We are moving to Creve Coeur next month. Backyard chickens are a great way for folks to be a little more self reliant, to control bugs, and to stimulate local economy.
Very Supportive	

Shaded = not a current resident

Very Opposed	34	28%
Opposed	8	7%
Neutral	9	7%
Supportive	7	6%
Very Supportive	64	52%
Total	122	100%



RESOLUTION NO. 988

**A RESOLUTION APPROVING THE FISCAL YEAR 2012 CONTRIBUTION
TO THE EMPLOYEE PENSION FUND IN THE AMOUNT OF \$1,389,538**

WHEREAS, THE CITY OF CREVE COEUR PROVIDES A DEFINED BENEFIT (DB) PENSION PLAN FOR ITS EMPLOYEES, AND

WHEREAS, THE PENSION PLAN IS FUNDED THROUGH ANNUAL CONTRIBUTIONS BY THE CITY, AND

WHEREAS, THE ANNUAL ACTUARIAL STUDY HAS RECOMMENDED A CONTRIBUTION OF \$1,339,314 AS OF JULY 1, 2011 AND

WHEREAS, THE CONTRIBUTION WILL BE MADE ON OR AROUND DECEMBER 31, 2011, AND

WHEREAS, STAFF IS RECOMMENDING A CONTRIBUTION OF \$1,389,539 TO PROVIDE FOR THE ANNUAL CONTRIBUTION PLUS AN ADDITIONAL 7.5% INTEREST UNTIL DECEMBER 31, 2011, AND

WHEREAS, IT IS IMPORTANT TO MAINTAIN THE ANNUAL REQUIRED FUNDING FOR THE PLAN, AND

WHEREAS, THE ANNUAL CONTRIBUTION WAS INCLUDED IN THE FISCAL YEAR 2012 BUDGET.

NOW, THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF CREVE COEUR, MISSOURI THAT:

SECTION 1. THE DIRECTOR OF FINANCE IS HEREBY DIRECTED TO MAKE A CONTRIBUTION IN THE AMOUNT OF \$1,389,538 TO THE CITY EMPLOYEE DEFINED BENEFIT (DB) PLAN AS APPROPRIATED IN THE FISCAL YEAR 2011 BUDGET.

ADOPTED THIS 12TH DAY OF DECEMBER, 2011.

HAROLD DIELMANN
MAYOR

ATTEST:

DEBORAH RYAN, MRCC
CITY CLERK



MEMORANDUM

DATE: December 7, 2011

TO: Mark Perkins, City Administrator

FROM: Daniel Smith, Director of Finance

SUBJECT: Pension Contribution for FY 12

The City Council recently reviewed the 2011 actuarial analyses of the City Employees Defined Benefit Pension Plan. In that report the actuary recommended a contribution as of July 1, 2011 of \$1,339,314. Since the contribution is not being made until December 31st staff recommends a contribution of \$1,389,539. This figure would include 7.5% additional interest on the July 1, 2011 amount. This would continue the practice in effect since 2008 of contributing more than the calculation recommended by the actuarial study based upon the July 1st date.

The City has budgeted \$1,225,834 for the city contribution in 2012. Based upon the recommended contribution an over-expenditure of \$163,704 is projected for the pension contribution expenditure in 2012. As explained at the joint meeting of the City Council and Pension Board this contemplated increase in pension expense for 2012 resulted primarily from a change in the mortality tables used by the actuary's in their analysis. Given the size of the city budget it is possible that this over-expenditure for pension contributions will be offset by savings in other areas. If that does not occur there are sufficient unassigned funds available to absorb this over budget amount.

Please keep in mind that based upon normal market returns the actuary estimates a reduction in next year's pension contribution due to investment gains from prior years.

I would be pleased to respond to any questions.

RESOLUTION NO. 989

A RESOLUTION AUTHORIZING MAXIMUM ANNUAL PAYMENTS TO RETIRE BONDS ISSUED BY THE OLIVE/GRAESER TRANSPORTATION DEVELOPMENT DISTRICT IN ORDER TO REDUCE TOTAL CITY PAYMENTS ON SUCH BONDS.

WHEREAS, the city is a party to that certain district development agreement regarding the Olive/Graeser Transportation Development District (OGTDD), which concerns the improvement of the intersection of Olive Boulevard and Graeser Road by realignment of the intersection and installation of traffic signals; and

WHEREAS, under that agreement among other things the city pledged to pay up to \$55,000 per year for up to 40 years to help retire the bonds to be issued by the OGTDD to pay for the intersection improvements; and

WHEREAS, the OGTDD is considering a proposal under which one set of bonds would be supported by the TDD sales tax authorized for the district (the sales tax bonds) and another set of bonds would be supported by payments from the city in the full amount of \$55,000 per year, plus any district sales taxes available after retirement of the sales tax bonds (the city pledge bonds), which proposal is attached hereto as **Exhibit A**; and

WHEREAS, the city has determined that it should be able to reduce its total payments over the life of the OGTDD bonds by authorizing such annual payment of the maximum amount of \$55,000 per year pursuant to the aforesaid proposal;

NOW, THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF CREVE COEUR, MISSOURI THAT:

SECTION 1 – provided that the Olive/Graeser Transportation Development District issues bonds consistent with the foregoing recitals and this resolution within 60 days from the date of this resolution, and further provided that the developer under the aforesaid district development agreement, and its successors and assigns, waive and release on terms consistent with this resolution any and all claims to receive any amounts from the city regarding the developer's TDD notes, the city shall make an initial payment of \$55,000 to the OGTDD debt service fund in conjunction with such bond issuance to reduce the required amount thereof and shall thereafter make annual payments of \$55,000 to the OGTDD debt service fund to retire the city pledge bonds as described herein, in exchange for which payments the city shall receive series b notes pursuant to the district development agreement together with all other b notes to which it is entitled thereunder.

SECTION 2 - the city administrator and his designated representatives are hereby authorized and directed to take any and all actions necessary, desirable, convenient or proper in order to carry out the intent of this resolution, the matters herein authorized, and the rights and duties of the city under the district development agreement and this resolution.

SECTION 3 – THIS RESOLUTION SHALL BECOME EFFECTIVE UPON ITS PASSAGE.

ADOPTED THIS _____ DAY OF _____, 2011.

HAROLD DIELMANN
MAYOR

ATTEST:

DEBORAH RYAN, MPCC
CITY CLERK

RELEASE

Release made this ____ day of _____, 20__, by Pace-Creve Coeur Associates, LLC (“Pace”) for the benefit of the City of Creve Coeur, Missouri (“City”), as follows:

WHEREAS, the City has adopted Resolution No. ____ pursuant to which it will make certain payments to facilitate the issuance of bonds by the Olive/Graeser Transportation Development District (“OGTDD”), the proceeds of which bonds will be used to repay certain Series A TDD Notes issued by the OGTDD to Pace; and

WHEREAS, as a condition to such payments, Resolution No. ____ requires that Pace issue this Release and the City will rely hereon in making such payments;

NOW, THEREFORE, in accordance with the foregoing recitals which are part of this Release, and in consideration of other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Pace agrees as follows:

1. Provided that City makes the payments to the OGTDD Debt Service Fund described in Resolution No. ____, then acting on behalf of itself, its members, managers, officers, employees, agents, attorneys, representatives, successors, and assigns, and all persons and entities claiming by, through or under it, Pace hereby waives, releases and forever discharges the City and its elected and appointed officials, officers, employees, agents, attorneys, representatives, successors, and assigns (the “City Parties”), of and from any and all manner of action and causes of action, suits, debts, dues, accounts, bonds, covenants, contracts, agreements, judgments, claims, demands, damages, charges, and liabilities whatsoever, regarding any amounts that Pace would otherwise be entitled

to receive from the City on any and all Notes issued by the OGTDD to Pace, its successors and assigns.

2. Pace and the undersigned individual(s) hereby warrant and represent that Pace remains the holder of all Series A Notes issued by the OGTDD and the sole party in interest as to the matters hereby released and has not assigned any such interest to any other person or entity, they have all requisite authority to enter into this Release, and they will indemnify, defend and hold harmless the City Parties from any claims which are contrary hereto.

WITNESSETH:

Pace-Creve Coeur Associates, LLC
By Pace-Graeser Associates, LLC, its
manager,
By Pace Realty Fund, LLC, its manager
By Pace Realty Investors, its manager

By:_____

Name:_____

Title:_____



Memorandum

To: Mark Perkins, City Administrator
From: Dan Smith, Finance Director
Date: 12/8/2011
Re: Funding Resolution for Olive/Graeser TDD

The Olive/Graeser TDD has reviewed financing proposals for retirement of the A-series notes. The only viable proposal requires two series of Bonds to be issued. The first series is to be supported by the City's annual appropriation and the second series is to be supported by the TDD Sales Tax. The issues are structured as "supersinker" rather than flat debt service over the term of the issuance. This should allow faster retirement of the sales tax component of the debt issuance. When the sales tax component is retired the sales tax revenues can then be used to help retire the City appropriation debt. Structuring the debt in this manner allows a substantially reduced interest rates for the City appropriation backed Bond Series.

According to Stern Brothers, the financial underwriters, this is the only viable method to finance the TDD issuance required to retire all A-Series notes. The use of this financing strategy would require a commitment of \$55,000 annually from the City. The initial agreement envisioned the annual City contribution in an amount not to exceed \$55,000. However, it was felt at that time the City might not be required to appropriate the full \$55,000. As a result of the necessity for an appropriation of the full \$55,000, a resolution has been drafted clarifying this commitment.

It should also be noted that this financing strategy reduces the maximum risk for the City's contribution. Under the 2009 TDD agreement, the City legally could be committed to an annual contribution for the full 40 years of the TDD. However, under the proposed financing, the City appropriation series will be structured with a maximum maturity of 25 years. It is projected that the bonds will be retired within a 16 to 17 year time period.

This legislation needs to be adopted before the TDD can proceed with the financing. Time is of the essence since it is unknown how long the current projected interest rates will last. I would be pleased to respond to any questions.

**AN ORDINANCE APPROVING REVISIONS TO A TDD
DISTRICT DEVELOPMENT AGREEMENT REGARDING
PUBLIC IMPROVEMENTS AT THE INTERSECTION OF
OLIVE BOULEVARD AND GRAESER/DAUTEL.**

Whereas, pursuant to the terms of Ordinance Nos. 5051, 5052, and 5053 (the "City Ordinances"), the City approved a certain Site Development Plan, as described in the City Ordinances, pertaining to the redevelopment of certain property located on the north side of Olive Boulevard at the Graeser/Dautel intersection; and

Whereas, the City desires to cause a traffic signal and related public improvements to be constructed to provide public benefit and amenity to the general public as well as to the owners, users and occupants of the properties in the area; and

Whereas, the City desires to facilitate the financing of those improvements by establishing a transportation development district in accordance with State law; and

Whereas, the City accordingly approved a District Development Agreement pursuant to Ordinance No. 5062, but the parties have not yet signed that agreement; and

Whereas, the City has determined that it is necessary and appropriate to approve certain changes to that District Development Agreement; and

Whereas, all parties desiring to be heard, either for or against said proposal, were given an opportunity to be heard, and a copy of the proposed ordinance has been made available for public inspection prior to its consideration by the Council; and this Bill having been read by title in open meeting two times before final passage by the City Council;

**NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF
THE CITY OF CREVE COEUR, AS FOLLOWS:**

Section 1.

The revised version of the District Development Agreement between the City of Creve Coeur, Pace-Creve Coeur Associates, LLC, and other

parties, attached hereto as Exhibit A, is hereby approved and the Mayor is authorized and directed to execute that Agreement instead of the form of agreement previously approved by Ordinance 5062 on behalf of the City and the City Clerk is authorized and directed to attest thereto. The Agreement as executed shall be in substantially the form of Exhibit A, with such changes therein as shall be approved by the officers of the City executing same, consistent with the provisions and intent of this Ordinance and necessary, desirable, convenient or proper in order to carry out the matters herein authorized, including but not limited to deletion of provisions relating to the First Community Credit Union and its property, should that entity decline to execute the Agreement. The City Administrator and his designated representatives are hereby authorized and directed to take any and all actions necessary, desirable, convenient or proper in order to carry out the intent of this Ordinance, the matters herein authorized, and the rights and duties of the City under the Agreement.

Section 2.

This Ordinance shall become effective pursuant to the provisions of Section 3.11(g) of the Charter.

ADOPTED BY THE CITY COUNCIL THIS 8 DAY OF December, 2008.


ELIZABETH KISTNER
PRESIDENT OF THE CITY COUNCIL

APPROVED THIS 8 DAY OF December, 2008.


HAROLD DIELMANN, MAYOR

ATTEST:


DEBORAH RYAN, MRCC
CITY CLERK

DISTRICT DEVELOPMENT AGREEMENT

THIS DISTRICT DEVELOPMENT AGREEMENT (this "Agreement") is made and entered into as of this 31st day of August, 2009, by and among the **CITY OF CREVE COEUR, MISSOURI**, a charter city and political subdivision of the State of Missouri (the "City"), **PACE-CREVE COEUR ASSOCIATES, L.L.C.**, a Missouri limited liability company ("Developer"), **CREVE COEUR REAL ESTATE VENTURE IV, LLC**, a Missouri limited liability company ("Wolff"), **FORSYTH INVESTMENTS LLC**, a Missouri limited liability company ("Stern"), the **FIRST COMMUNITY CREDIT UNION**, a Missouri credit union f/k/a Monsanto Credit Union ("Credit Union"), **ADKINS FARMS, INC.**, an Illinois corporation, **D HUTKIN FAMILY INVESTORS, LLC**, a Missouri limited liability company, **ORA PROPERTIES, LLC**, an Illinois limited liability company, and **10923 OLIVE PARTNERS, L.L.C.**, a Missouri limited liability company (Adkins Farms, Inc., D Hutkin Family Investors, LLC, ORA Properties, LLC, and 10923 Olive Partners, L.L.C. shall be collectively referred to herein as "Hutkin") and, following its formation and ratification of this Agreement, the **OLIVE/GRAESER TRANSPORTATION DEVELOPMENT DISTRICT** (the "TDD").

RECITALS

A. Pursuant to the terms of Ordinance Nos. 5051, 5052, and 5053 ("City Ordinances"), the City approved a certain Site Development Plan, as described in the City Ordinances, pertaining to the redevelopment of certain property legally described on **Exhibit A** attached hereto and incorporated herein by this reference, which is or will be owned by the Developer (the "Developer Property"), which includes property that may be transferred to Wolff contemporaneously with the execution of this Agreement as noted on Exhibit A that will thereafter be part of the Wolff Property as hereinafter defined;

B. Wolff owns the property described on **Exhibit A-1** attached hereto and incorporated herein by this reference and may acquire additional property as noted above (the "Wolff Property");

C. Stern owns the property described on **Exhibit A-2** attached hereto and incorporated herein by this reference (the "Stern Property");

D. Hutkin owns the property described on **Exhibit A-3** attached hereto and incorporated herein by this reference (the "Hutkin Property");

E. Credit Union owns the property described on **Exhibit A-4** attached hereto and incorporated herein by this reference (the "Credit Union Property");

F. The Parties (as hereinafter defined) desire to cause certain Infrastructure Improvements (as hereinafter defined) to be constructed which the Parties acknowledge provide public benefit and amenity to the general public as well as to the owners, users and occupants of the Developer Property, the Wolff Property, the Stern Property, the Credit Union Property and the Hutkin Property;

G. The Parties desire to facilitate the financing of the Infrastructure Improvements by establishing a transportation development district in accordance with the TDD Act to levy a TDD Sales Tax and issue TDD Obligations (all as hereinafter defined); and

H. Accordingly, the City Council of the City, pursuant to Ordinances No. 5062, 5071, and 5082, has approved this Agreement.

NOW, THEREFORE, in consideration of the mutual promises hereinafter set forth, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto each agree as follows:

ARTICLE I GENERAL

1.1 Definitions. As used herein, the following terms shall have the following meanings:

“Annual Pledge Limit” shall mean the maximum annual amount of the City Pledged Funds, which shall equal \$55,000 per fiscal year, starting the earlier of the date of TDD Bond Issuance or 180 days after Substantial Completion.

“Annual TDD Administrative Cost” shall mean the maximum amount that the TDD Administrative Account shall be funded in each fiscal year, throughout the life of the TDD, which shall equal \$15,000 in the first fiscal year and shall increase by three percent (3%) each year.

“Bond Counsel” shall mean such attorney or firm of attorneys having recognized standing in the field of tax-exempt public financing acceptable to the City and hired by the TDD Board of Directors.

“Certificate of Reimbursable Costs” shall mean a certificate identifying TDD Eligible Costs to be reimbursed, in the form of **Exhibit B**, attached hereto and incorporated herein by this reference.

“City Pledged Funds” shall mean amounts pledged by the City to be deposited as needed into the TDD Debt Service Fund or otherwise expended as provided in Section 3.8 of this Agreement.

“City Ordinances” shall mean City Ordinances Nos. 5051, 5052, and 5053.

“Costs of Issuance” shall mean those fees and expenses incurred or to be incurred by the TDD, which are associated with the issuance of the TDD Obligations.

“Infrastructure Improvements” shall mean those categories and items of public improvements listed and described in **Exhibit C**, which qualify as improvements that may be paid for, directly or by means of reimbursement, with the TDD Revenues, pursuant to the TDD Act. Improvements and right of way regarding the realignment of Dautel Road shall not qualify as “Infrastructure Improvements” except as otherwise provided in Section 3.5 regarding contributions by the City and St. Louis County and the \$68,000 amount allowed in Exhibit C, item (iii).

“MHTC” shall mean the Missouri Highways and Transportation Commission.

“Maximum Reimbursement Amount” shall mean \$1,250,000.

“Parties” shall mean the Developer, Wolff, Stern, Credit Union, Hutkin and the City and, upon its due formation and ratification of this Agreement, the TDD. Any one of the Parties may be referred to as a “Party”.

“Prime Rate” means the prime rate reported in the “Money Rates” column or any successor column of *The Wall Street Journal*, currently defined therein as the base rate on corporate loans posted by at least 75% of the nation’s 30 largest banks. If *The Wall Street Journal* ceases publication of the Prime Rate, then “Prime Rate” shall mean the “prime rate” or “base rate” announced by Bank of America, N.A., or any successor thereto.

“Redevelopment Project” shall mean the project as approximately shown on the Site Development Plan as approved by the City in accordance with the City Ordinances.

“Site Development Plan” shall mean the Site Development Plan approved by the City Ordinances, including any approved amendments.

“Substantial Completion” shall mean the date that the traffic signal, which is part of the Infrastructure Improvements, is activated pursuant to MHTC approval.

“TDD” shall mean the Olive/Graeser Transportation Development District, to be established pursuant to the TDD Act and this Agreement, the boundaries of which shall be as legally described in **Exhibit A-5**, subject to addition of other properties pursuant to the TDD Act with the consent of the City.

“TDD Act” shall mean the Missouri Transportation Development District Act, Sections 238.200 to 238.280 of the Revised Statutes of Missouri, as amended.

“TDD Administrative Costs” shall mean the costs of maintaining the TDD’s existence and making appropriate filings, administering its operations, and ultimate dissolution of the TDD.

“TDD Administrative Account” shall mean an account established within the TDD Fund from which TDD Administrative Costs shall be paid. If the TDD Board of Directors in its discretion determines that the balance of the TDD Administrative Account exceeds the amount required to pay TDD Administrative Costs (taking into account future annual allocations), it may transfer monies from such Account into other accounts of the TDD Fund as it deems appropriate.

“TDD Board of Directors” shall mean the board of directors of the TDD duly elected as set forth in the TDD Act and this Agreement.

“TDD Bonds” shall mean the bonds issued by the TDD to refund the TDD Notes and which are secured by and repayable from the TDD Sales Tax.

“TDD Debt Service Fund” shall mean one or more accounts or sub-accounts established within the TDD Fund as may be necessary or convenient to fund the repayment of the TDD Obligations in accordance with this Agreement.

“TDD Eligible Cost(s)” shall mean any cost or costs that are payable pursuant to this Agreement and that may be reimbursed by or paid for by the TDD, either directly or by means of repayment of the TDD Obligations, from the TDD Sales Tax, pursuant to the TDD Act or other applicable law.

“TDD Fund” shall mean the account or fund established with the Trustee into which TDD Revenues and proceeds of TDD Obligations shall be deposited, and which shall contain the TDD Administrative Account, the TDD Project Account, and the TDD Debt Service Fund.

“TDD Notes” shall mean the Series A Notes and the Series B Notes to be issued by the TDD in accordance with Article III hereof.

“TDD Obligations” shall mean the TDD Notes and TDD Bonds or other obligations issued singly or in a series, to refund the TDD Notes.

“TDD Petition” shall mean the unanimous petition of all owners of real property within the TDD requesting the establishment of the TDD.

“TDD Project Account” shall mean an account within the TDD Fund into which the proceeds of the TDD Obligations are deposited.

“TDD Revenues” shall mean all revenues received by the TDD from the TDD Sales Tax (less one percent (1%) for collection costs and not including any amounts paid under protest until such protest is resolved or abandoned) and from the City Pledged Funds, as well as any contributions to the TDD including pursuant to section 2.8.

“TDD Sales Tax” shall mean a sales tax of one percent (1.0%) imposed upon taxable sales within the TDD in accordance with the TDD Act and this Agreement.

“Trustee” shall mean the trustee under indentures entered into by the TDD in connection with the issuance of the TDD Obligations and responsible for the TDD Fund.

1.2. Rules of Construction. Words of the masculine gender shall be deemed and construed to include correlative words of the feminine and neuter genders, and vice versa. Unless the context shall otherwise indicate, the words importing the singular number shall include the plural and vice versa, and words importing person shall include firms, associations and corporations, including public bodies, as well as natural persons.

ARTICLE II TRANSPORTATION DEVELOPMENT DISTRICT

2.1 Formation. Promptly following the Developer acquiring title to all of the Developer Property and closing on a construction loan to fund the construction of the Infrastructure Improvements, Developer, Wolff, Stern, Credit Union, and Hutkin shall execute and file the TDD Petition with the Circuit Court of St. Louis County, Missouri. The Parties shall diligently (i) prosecute and advocate the TDD Petition in order to obtain prompt court approval and the establishment of the TDD, subject to this Agreement as it may be amended, and (ii) upon formation of the TDD, conduct the first election of members of the TDD Board of Directors in accordance with the TDD Act and this Agreement. Developer shall pay all costs and expenses, including attorneys’ fees, reasonably incurred by Wolff, Stern, Credit Union, and Hutkin in fulfilling obligations under this Section 2.1, up to a maximum of \$1,500.00 for each of Wolff, Stern, Credit Union, and Hutkin. Such other Parties agree to minimize such costs and expenses.

2.2 TDD Sales Tax. At the first meeting of the TDD Board of Directors, the TDD shall ratify this Agreement and shall adopt a resolution to impose the TDD Sales Tax in the amount of one percent (1.0%) on the receipts from the taxable sales at retail of all tangible personal property or services within the TDD and shall promptly thereafter submit the matter of imposing the TDD Sales Tax to the “qualified voters” (as that term is used and defined in the TDD Act) of the TDD. The Developer, Wolff, Stern, Credit Union, and Hutkin, to the extent permitted by law, and subject to this Agreement, agree to affirmatively vote for the imposition of the TDD Sales Tax for up to forty (40) years as permitted by the TDD Act and shall return a unanimous ballot by verified petition pursuant to Section 238.216.1(3) RSMo. in favor of imposing the TDD Sales Tax to the TDD within five (5) days of receipt and, upon such receipt, the TDD shall impose the TDD Sales Tax in compliance with all applicable requirements of the TDD Act. The TDD Sales Tax authorized by the TDD Board of Directors’ resolution and the approval of the qualified voters shall be collected the first day of the month immediately following approval of the TDD Sales Tax by the qualified voters. The TDD shall maintain the levy of the TDD Sales Tax at not less than one percent (1.0%) so long as the TDD is obligated to issue TDD Notes under this Agreement or any TDD Obligations are outstanding. The TDD Sales Tax shall be collected, collection costs of one percent (1%) of such collected taxes shall be paid, and the net collections shall be applied and used as set forth in Section 3.6 below. After all TDD Notes contemplated by this Agreement have been issued and all TDD

Obligations have subsequently been repaid in full, the Board of Directors shall take such actions as may be necessary to repeal the TDD Sales Tax and to cause the TDD to be dissolved.

2.3 Designation of Agent for Construction of Infrastructure Improvements; Advance of Funds; No Median Extension.

(a) The TDD, with respect to the Infrastructure Improvements, shall designate the Developer as its agent for the purpose of completing those Infrastructure Improvements identified on **Exhibit C**.

(b) The Developer agrees to advance all costs of design and construction of the Infrastructure Improvements. All such funds so advanced shall be subject to reimbursement solely from the TDD Notes and TDD Debt Service Fund, as provided for in this Agreement.

(c) The Developer agrees to comply with all laws applicable to the TDD with respect to construction of the Infrastructure Improvements, including but not limited to Section 107.170 RSMo and laws related to prevailing wages and competitive bidding.

(d) The Parties understand that MHTC does not intend to require the Olive Boulevard median to be installed any farther east than the eastern edge of the Developer Property. The Parties will not seek, and will advocate against, any eastern extension of the median beyond that point.

2.4 Construction Contracts; Inspections. In constructing or causing the construction of the Infrastructure Improvements, the Developer may enter into one or more construction contracts. The work of completing the Infrastructure Improvements may be included within one or more overall construction contracts entered into with respect to the Redevelopment Project. The Developer shall be responsible for obtaining all applicable governmental approvals, at its sole cost and expense subject to reimbursement as provided herein. The Developer shall diligently pursue completion of the Infrastructure Improvements, construction shall start no later than the earlier of one year after the commencement of collection of the TDD Sales Tax or August 1, 2010 and Substantial Completion shall occur by January 1, 2011. The Parties acknowledge that the community desires to minimize the amount of time that elapses between the opening to traffic of the realignment of Dautel that is part of the Redevelopment Project and completion of the Infrastructure Improvements under this Agreement and agree to exert reasonable efforts to prevent that amount of time from exceeding 60 days.

2.5 Insurance. The Developer shall maintain during construction of the Infrastructure Improvements and shall ensure that any of the contractors and subcontractors engaged by the Developer to undertake construction of any portion of the Infrastructure Improvement shall maintain: (a) comprehensive general liability insurance with limits of not less than \$2,000,000 combined, per occurrence, (b) workers' compensation insurance in accordance with statutory requirements (c) professional liability insurance for any engineer or architect providing services in connection with the Infrastructure Improvement with limits of not less than \$2,000,000 per occurrence, and (d) adequate flood insurance (if the Infrastructure Improvement or any portion thereof are determined to be located in a flood hazard area), all with such insurance companies as are reasonably acceptable to the TDD. All policies of liability insurance maintained hereunder shall name the TDD and the Parties and their respective officials, officers, directors, employees, and agents as additional primary insured parties. All policies of insurance maintained hereunder shall contain a clause providing that such policies may not be cancelled or reduced in coverage without thirty (30) days prior written notice to the Parties, the TDD and the Trustee. Prior to the commencement of any work with respect to an Infrastructure Improvement, and at any other time upon reasonable request, the Developer shall deliver to the Parties and the TDD evidence of all insurance to be maintained hereunder.

2.6 TDD Sales Tax Collection.

(a) Once the TDD Sales Tax goes into effect, the TDD agrees to perform all functions incident to the administration, collection, enforcement and operation of the TDD Sales Tax or to provide for the performance of such functions by third parties. The TDD Sales Tax shall be collected and reported in substantially the manner and form as set forth in **Exhibit D** attached hereto and incorporated herein by reference. The TDD shall, on a monthly basis, retain one percent (1%) of amounts collected to cover collection costs and deposit the remaining TDD Sales Tax moneys with the Trustee for deposit into the TDD Fund. To assist the TDD in collecting the TDD Sales Tax, the Developer with respect to the Developer Property, Wolff with respect to the Wolff Property, Stern with respect to the Stern Property, Credit Union with respect to the Credit Union Property and Hutkin with respect to the Hutkin Property shall obligate all retail businesses operating on their respective property to complete and deliver to the TDD a business registration in the form attached hereto as **Exhibit E**. All Parties shall exert best efforts to cause all retailers subject to the TDD Sales Tax to promptly charge, report and pay such tax. Further, all Parties represent and warrant that they intend to exert reasonable efforts to cause real property subject to this Agreement to be occupied by businesses that will generate TDD Sales Tax, all other economic terms and conditions being equal. All Parties acknowledge that the Developer currently intends to lease the Developer Property to Walgreens.

(b) The TDD shall report all violations of the Sales Tax Law, Sections 144.010 to 144.525 of the Revised Statutes of Missouri, as amended, to the Missouri Department of Revenue for enforcement to the extent that such violations result in the TDD's inability to collect the TDD Sales Tax in a timely manner as provided for in the Missouri state sales tax law. If the Missouri Department of Revenue notifies the TDD that it refuses to undertake enforcement of the TDD Sales Tax, the TDD shall promptly initiate an action to enforce collection, but only on the following conditions:

(i) If the TDD Board of Directors determines that the cost of such enforcement action is reasonably likely to be less than two percent (2%) of the revenues sought to be collected pursuant to such enforcement action, the TDD may proceed to enforce collection of the TDD Sales Tax, but shall nevertheless be entitled to reimbursement for any collection costs in excess of one percent (1%) of the revenues sought to be collected by billing the TDD for such amount as TDD Administrative Costs; or

(ii) If the TDD Board of Directors determines that the cost of such enforcement action may reasonably exceed two percent (2%) of the revenues sought to be collected pursuant to such enforcement action, the TDD may seek an advance of funds to support any such enforcement action, in the form of money loaned by Developer or another third party, which may be subsequently reimbursed to Developer or such other third party (with interest at a rate not to exceed the cost of funds borrowed) from TDD Revenues. Notwithstanding anything to the contrary in this Agreement, the TDD shall not undertake any enforcement action if the cost of such enforcement is, in the opinion of the TDD Board of Directors, unreasonably high relative to the amount of revenues sought to be collected.

(c) The TDD shall keep accurate records of the amount of TDD Revenues collected and such records shall be open to the inspection of officers of the TDD and the general public, subject to Section 32.057 of the Revised Statutes of Missouri.

2.7 Conditions to the Effectiveness of this Agreement. The obligations of the Parties hereunder are conditioned upon and shall not become effective until the Developer has acquired title to the Developer Property and delivers to the City written notice (the "Construction Notice") that Developer has

closed on a construction loan as necessary to construct the Infrastructure Improvements. Other than the obligations of the Developer as set forth in section 4.12, the obligations of the Parties hereunder shall cease if the TDD is not formed by November 15, 2009 for reasons beyond the control of the Parties.

2.8 Rights to Withdraw.

(a) At any time after establishment of the TDD and TDD Board of Directors, Wolff may pay the one time sum of \$350,000.00 to the TDD for deposit into the TDD Fund as TDD Revenues, and withdraw the Wolff Property from the TDD. Upon such withdrawal, the TDD Sales Tax shall not apply to the Wolff Property, Wolff shall cease to be a Party to this Agreement, and Wolff shall have no further rights or obligations hereunder. The TDD and the other Parties shall thereupon promptly cause any and all documents, including this Agreement or any memorandum thereof, relating to the TDD, to be released of record against the Wolff Property.

(b) On or after such time that TDD Sales Taxes collected from businesses located on the Hutkin Property can no longer be used to repay TDD Obligations as provided in Section 3.6, Hutkin, by written notice to the TDD, may withdraw the Hutkin Property from the TDD. The TDD shall promptly notify Hutkin upon the TDD Bonds being reduced to an amount equal to the Series B Notes plus interest accrued on such notes. Upon such withdrawal, the TDD Sales Tax shall not apply to the Hutkin Property, Hutkin shall cease to be a Party to this Agreement, and Hutkin shall have no further rights or obligations hereunder. The TDD and the other Parties shall thereupon promptly cause any and all documents, including this Agreement or any memorandum thereof, relating to the TDD, to be released of record against the Hutkin Property.

(c) During the first year after execution of this Agreement by all Parties (but notwithstanding that time period, in no event after issuance of TDD Bonds), Credit Union by written notice to the TDD may withdraw the Credit Union Property from the TDD if it has submitted an application to rezone the eastern parcel of the Credit Union Property from residential to commercial zoning and the City has not approved that application. Upon such withdrawal, the TDD Sales Tax shall not apply to the Credit Union Property, Credit Union shall cease to be a Party to this Agreement, and Credit Union shall have no further rights or obligations hereunder. The TDD and the other Parties shall thereupon promptly cause any and all documents, including this Agreement or any memorandum thereof, relating to the TDD, to be released of record against the Credit Union Property.

2.9 Estimates. Prior to the execution of this Agreement, the Developer has provided construction estimates for the Infrastructure Improvements reasonably satisfactory to all the Parties.

2.10 Limitation of Infrastructure Improvements. Hutkin, Stern, the Credit Union, and Wolff and their respective properties, and the City, shall not be required to pay, be obligated with respect to, or otherwise be subject to, any increase or other material modification in the scope, size, or description of the Infrastructure Improvements or with respect to any additional transportation development district projects of Developer or its affiliates unless all of Hutkin, Stern, the Credit Union, and Wolff, and the City, authorize, approve, or otherwise consent thereto in writing.

2.11 No Change in TDD Boundaries. Except as expressly permitted herein, the TDD boundaries shall not be materially reduced nor shall any material portion of any property in the TDD be released or removed from the TDD without the prior written consent of all the Parties.

2.12 Hutkin Parking Spaces. Notwithstanding anything herein to the contrary, the agreements of Hutkin herein are expressly conditioned upon Hutkin's receipt of all necessary or required final written approvals, including, without limitation, variances from the City in form and substance reasonably

satisfactory to Hutkin, for the relocation within the Hutkin Property of three (3) parking spaces lost on the Hutkin Property due to construction and completion of the cross access described in Section 3.15 of this Agreement. The TDD and the Developer agree not to contest such application by Hutkin, and the City agrees to use good faith efforts to cause such application to be addressed expeditiously, subject to its ordinances and regulations, including recommendations of its planning department. The other Parties hereby acknowledge and agree that Hutkin shall not be required to participate in the execution and filing of the TDD Petition nor shall the Hutkin Property be subject to the TDD tax, unless the City grants the foregoing approvals and the Developer records the subdivision plat described in Section 3.15 of this Agreement prior to November 15, 2009. In the event Hutkin does not participate in the execution and filing of the TDD Petition, unless all other Parties agree otherwise this Agreement shall be null and void.

2.13 Granting Rights of Way and Other Easements. Each Party acknowledges and agrees that certain rights of way, easements, and/or other agreements (temporary and permanent) may be required to be granted to the TDD and its agents, successors, and assigns in connection with the construction and completion of the Infrastructure Improvements, without compensation. Each Party agrees to grant such rights of way and easements and enter into such agreements after reasonable request, provided that any such right of way, easements, or agreements will not (i) unreasonably or materially interfere with the normal or customary (for such businesses operating on each Party's property) access, use, parking, and operation of the affected property; or (ii) impose a greater burden on such property than which currently exists. Notwithstanding anything to the contrary contained herein, neither the TDD, the Developer, nor any of their agents or assigns shall park or store materials or equipment on any Party's property without such Party's prior approval and consent.

ARTICLE III TDD OBLIGATIONS

3.1 Reimbursement of Costs. The TDD agrees to reimburse the Developer for the costs incurred in connection with completing the Infrastructure Improvements, and the City and St. Louis County as provided in Section 3.5, by the issuance of TDD Notes, in such series, amounts and under the terms further provided for herein. The Developer shall advance the cost of issuing the TDD Notes and such advance payment shall be included in the amount of the TDD Notes issued to the Developer. Nothing in this Agreement shall obligate the TDD to issue or further endorse TDD Notes for any cost that is not a TDD Eligible Cost. The City shall be notified of all applications for issuance of TDD Notes and shall be afforded a reasonable opportunity to express any objections prior to issuance. If Bond Counsel determines that any cost identified in the Developer's application for payment is not a TDD Eligible Cost, the TDD shall cause Bond Counsel to so notify the Developer in writing whereupon Developer shall have the right to identify and substitute other costs as TDD Eligible Costs with a supplemental application for payment. The TDD Notes shall be issued through a trust indenture with the Trustee.

3.2 Limited Obligations. Notwithstanding any other term or provision of this Agreement, TDD Notes issued by the TDD shall be payable from the TDD Revenues deposited into the TDD Debt Service Fund and not from any other source.

3.3 Cooperation in the Issuance of TDD Bonds. The Parties covenant to cooperate and take all reasonable actions necessary to assist each other, Bond Counsel, underwriters and financial advisors in the preparation of offering statements, private placement memoranda or other disclosure documents and all other documents necessary to market and sell TDD Bonds. A Party will not be required to disclose to the general public or any investor any proprietary or confidential financial information pertaining to a Party, but upon the execution of a confidentiality agreement acceptable to a Party, a Party will provide such information to the TDD's financial advisors, underwriters and legal counsel to enable such parties to

satisfy their due diligence obligations. In no event shall any Party be required to disclose any information with respect to any tenant, licensee, or occupant of such Party's property, the terms of the Party's agreement with any such tenant, licensee, or occupant, or any related information except as may be necessary to collect the TDD Sales Tax. Notwithstanding the foregoing, no Party shall be obligated to disclose any information that is subject to a confidentiality agreement or similar restriction or the disclosure of which is prohibited by law.

3.4 No Other Bonds or Uses of Revenues; No Further Taxes or Assessments. The TDD shall not issue any other indebtedness or obligations secured by the TDD Revenues generated or to be generated from the TDD other than the TDD Obligations provided for under this Agreement. The TDD shall impose no other tax, assessment, toll, charge, or obligation whatsoever without the prior written consent of all the Parties and otherwise in accordance with the TDD Act. The Parties acknowledge that the TDD Sales Tax is at the maximum rate currently permitted by the TDD Act. The TDD shall not impose any increase in the TDD Sales Tax, even in the event the TDD Act is amended to allow a higher maximum rate, without the prior written consent of all the Parties and otherwise in accordance with the TDD Act.

3.5 TDD Notes. Subject to the requirements of this Agreement, the TDD shall issue the TDD Notes as provided herein. The term of the TDD Notes shall be 40 years.

(a) The TDD shall issue TDD Notes to the Developer in minimum increments of \$250,000 (other than the last such note to be issued) and in a total amount not to exceed the Maximum Reimbursement Amount ("Series A Notes") to reimburse the Developer for TDD Eligible Costs incurred by the Developer. The Series A Notes shall bear interest at a fixed rate per annum ("Series A Rate") equal to the greater of (1) the Prime Rate as of the day immediately prior to the date of initial issuance of the Series A Notes plus two percent (2%) or (2) eight percent (8%); provided, in no event shall the interest rate on the Series A Notes exceed 10%. If (a) the Developer has complied with its obligations under Section 3.7 hereof, and (b) the TDD does not, within 360 days following Substantial Completion of the Infrastructure Improvements, issue TDD Bonds, then commencing on the date which is 360 days following Substantial Completion for the Infrastructure Improvements, the Series A Rate shall be increased by 2.00% from such date until the date that the refunding TDD Bonds are issued; provided, in no event shall the interest rate on the Series A Notes exceed 10%. If interest payments on the Series A Notes will be tax exempt, then the interest rate as calculated above shall be reduced by 200 basis points.

(b) If the TDD Eligible Costs incurred by Developer to complete the Infrastructure Improvements exceed the Maximum Reimbursement Amount, subject to the requirements of this Agreement, the TDD shall issue notes to Developer in the amount of such excess costs ("Series B Notes") in minimum increments of \$250,000 (other than the last such note to be issued). The Series B Notes shall bear interest at a fixed rate per annum equal to the greater of (1) the Prime Rate as of the day immediately prior to the date of initial issuance of the Series B Notes plus two percent (2%) or (2) eight percent (8%); provided, in no event shall the interest rate on the Series B Notes exceed 10%. The Series B Notes shall be subordinate to the Series A Notes. If interest payments on the Series B Notes will be tax exempt, then the interest rate as calculated above shall be reduced by 200 basis points.

(c) If the City pledges the City Pledged Funds pursuant to Section 3.8 hereof and the City is subsequently required to deposit any City Pledged Funds into the TDD Debt Service Fund, subject to the requirements of this Agreement, the TDD shall issue notes to the City in the amount of the Pledged Funds deposited by it into the TDD Debt Service Fund, which shall also constitute Series B Notes. Additionally, if the City and/or St. Louis County provide funds to pay or repay a portion of the costs of realigning Dautel as shown in the Site Development Plan (including payments made directly to the

Developer), such payments shall constitute payments toward the Infrastructure Improvements, and the TDD shall issue notes to the City and/or County, respectively, in the amount of such funds as separate Series B Notes. St. Louis County is expressly designated a third party beneficiary of this provision and shall have the same rights as the City to enforce this provision and all provisions related to the repayment of such Series B Notes including the provisions in paragraph 3.5(b) pertaining to payment of interest thereon.

3.6 Issuance of TDD Notes; Application of TDD Revenues. The TDD Notes shall be issued to reimburse the Developer for the costs incurred in completing the Infrastructure Improvements that the Developer is responsible for completing under this Agreement and to make reimbursements for other contributions as provided in Section 3.5. The TDD hereby pledges the TDD Revenues required to be deposited into the TDD Debt Service Fund, to the repayment of TDD Obligations. TDD Revenues required to be deposited into the TDD Debt Service Fund shall be applied as follows:

First, to the payment of any arbitrage rebate due and payable with respect to any of the TDD Obligations;

Second, to the payment of any costs of the Trustee or other administrative costs payable under the terms of any indenture entered into with respect to TDD Obligations;

Third, to the payment of the TDD Administrative Costs; and

Fourth, to the payment of interest and/or principal of the TDD Notes, or the allocable portion of any TDD Obligations issued to refund the same, as such interest and principal becomes due or payable. No payments shall be made on Series B Notes (other than from available proceeds of TDD Bonds if Series A Notes are paid in full) until the TDD Bonds and Series A Notes are paid in full. No payments shall be made on Series A Notes (other than from available proceeds of TDD Bonds) until the TDD Bonds are paid in full.

Payments on Series B Notes shall be made pro rata among all holders of such Notes.

Notwithstanding the foregoing, TDD Sales Taxes collected from businesses on the Hutkin Property shall be separately accounted for and shall not be pledged to or used to repay the separate Series B Notes issued to the City or St. Louis County under Section 3.5(c) for contributions toward the Dautel realignment or, to the extent the TDD Bonds proceeds refund such separate Series B Notes, to repay the TDD Bonds once the balance due on the TDD Bonds has been reduced to the amount of such refunding plus interest accrued on such amount.

3.7 Conditions Precedent to Issuance of TDD Notes.

(a) The TDD shall issue the Series A Notes and/or Series B Notes to Developer within thirty (30) days following the submission by the Developer, and the approval by the TDD, of a Certificate of Reimbursable Costs identifying TDD Eligible Costs incurred and paid for with respect to the Infrastructure Improvements for which the Developer is responsible under this Agreement.

(b) The TDD shall issue the Series B Notes to the appropriate entities within thirty (30) days following the submission by such entities, and approval of the TDD, of deposit certificates issued by the Trustee confirming the amount deposited into the TDD Debt Service Fund or other satisfactory documentation of amounts contributed towards Infrastructure Improvements as provided in this Agreement.

(c) Upon issuance by the Trustee of TDD Notes as provided in this Section, the TDD shall be deemed to have fulfilled its reimbursement obligations hereunder.

(d) TDD Notes shall be dated as of the date of a complete submittal of the required information, and interest shall begin to accrue as of that date.

3.8 TDD Bonds.

(a) At the earliest practical time after Substantial Completion of the Infrastructure Improvements, and in any event not less than 90 days thereafter, the TDD shall use its best efforts to issue or cause to be issued TDD Bonds in an amount sufficient to refund all of the outstanding Series A Notes and Series B Notes and to cover Costs of Issuance, debt service reserve, capitalized interest, and reasonable underwriter discount. If it is not practicable to issue TDD Bonds in an amount sufficient to refund all of the outstanding Series A Notes and Series B Notes (and Cost of Issuance, debt service reserve, capitalized interest and reasonable underwriter discount), then TDD Bonds shall be issued in the maximum amount practicable, which may result in issuance of TDD Bonds that only refund all or part of the Series A Notes. If the TDD Bonds cannot otherwise be issued in an amount sufficient to refund all of the outstanding Series A Notes (after payment of Costs of Issuance, and related costs as described above), the City agrees to pledge funds as TDD Revenues from the City's general revenues, subject to annual appropriations, as necessary to issue the TDD Bonds in an amount sufficient to refund all of the outstanding Series A Notes. Notwithstanding the foregoing, the City will not be required to pledge funds from the City's general revenues in excess of the Annual Pledge Limit. Notwithstanding such pledge, the City shall not be obligated to deposit any City Pledged Funds into the TDD Debt Service Fund except to the extent that other TDD Revenues are actually insufficient to meet repayment obligations for the TDD Bonds as and when they come due; provided, however, in the event the TDD Bonds are not issued within 180 days after Substantial Completion, or are issued but not in the full amount of the Series A Notes: (1) then to the extent the City is not required to deposit the full amount of the Annual Pledge Limit for City Pledged Funds in any particular year to meet repayment obligations for the TDD Bonds the City shall purchase portions of issued and remaining Series A Notes from the holder in the amount of the remaining balance of the Annual Pledge Limit for that year (such purchase shall be allocated between interest and principal due on the Series A Notes based upon a 25 year amortization) and the City agrees that its Series A Notes so acquired shall be subordinate to other Series A Notes and subject to repayment only after all other Series A Notes have been paid; (2) the City shall have the option to purchase all Series A Notes that remain outstanding at any time for the amount of principal and accrued interest due thereon at the time the City tenders payment (and in any event, prior to TDD Bond issuance the City shall have the option to purchase all Series A Notes at any time for the amount of principal and accrued interest due thereon at the time the City tenders payment); and (3) all Series A Notes shall at the time of issuance expressly acknowledge and be subject to the City's rights under the foregoing items (1) and (2). The City shall make such deposits and purchases when required immediately upon demand, as pledged. The City agrees to cause the officer of the City at any time charged with the responsibility of formulating budget proposals to include in the budget proposal submitted to the City for each fiscal year that the TDD Obligations are outstanding a request for an appropriation to meet the foregoing obligations. If, within 30 days after the end of the City's fiscal year, the City Council fails to adopt a budget, the Parties agree that the City shall be deemed to have adopted a budget that provides for an appropriation to the TDD Debt Service Fund in accordance with the budget for the prior fiscal year, unless and until subsequent action is taken on a budget for such fiscal year.

(b) If the TDD Bonds issued pursuant to Section 3.8(a) are not sufficient to refund the entire amount of the Series A Notes and the Series B Notes, the TDD shall subsequently endeavor to re-issue TDD Bonds or issue additional TDD Bonds in order to refund the amounts due under the Series

A Notes and the Series B Notes; provided that the market conditions for such reissuance or additional issuance are such that the payment terms of the TDD Bonds are sufficiently favorable that a reasonably prudent financial officer of a similarly situated city would undertake such reissuance or additional issuance.

(c) TDD Bonds may have a term up to the maximum of 40 years as allowed by law. The TDD shall exert good faith efforts to structure the TDD Bonds to minimize the need for the City Pledged Funds. The terms and conditions of any TDD Bond issuance must be approved by the City. Additionally, the City must approve any bond issuance with a term less than 25 years, any issuance for less than the full amount of the Series A Notes, and/or any bond reissuance, which approval shall not be unreasonably withheld. Absent such approval, when required, the City shall not be obligated to provide the City Pledged Funds as to such unapproved bond issuance.

3.9 Pledge of TDD Revenues. The TDD shall, subject to annual appropriation and Section 3.6 hereof, pledge all TDD Revenues in the TDD Debt Service Fund account to repayment of the TDD Obligations in accordance with this Agreement. The TDD Obligations shall be the exclusive responsibility of the TDD, and not the other Parties hereto, payable solely out of TDD funds and property as provided by the TDD Act and shall not constitute a debt or liability or general obligation of the City, the State of Missouri or any agency or political subdivision thereof, or any other Party besides the TDD.

3.10 Covenant to Request Annual Appropriation. The TDD agrees to cause the officer of the TDD at any time charged with the responsibility of formulating budget proposals to include in the budget proposal submitted to the TDD for each fiscal year that the TDD Obligations are outstanding a request for an appropriation of TDD Revenues attributable to the TDD Sales Tax for application to the payment of TDD Obligations in accordance with this Agreement. If, within 30 days after the end of the TDD's fiscal year, the TDD's Board of Directors fails to adopt a budget, the Parties agree that the TDD shall be deemed to have adopted a budget that provides for application of the TDD Revenues attributable to the TDD Sales Tax collected in such fiscal year in accordance with the budget for the prior fiscal year, unless and until subsequent action is taken on a budget for such fiscal year.

3.11 Repeal of Sales Tax. As long as the TDD Obligations are outstanding, the TDD shall not repeal or reduce the TDD Sales Tax unless such repeal or reduction will not impair the TDD's ability to repay the TDD Obligations. Upon satisfaction in full of the TDD Obligations, the TDD shall immediately implement the procedures in the TDD Act for repeal of the TDD Sales Tax.

3.12 Abolishment of the TDD. Upon satisfaction in full or expiration of the term of the TDD Obligations and expiration or notice of repeal of the TDD Sales Tax, the TDD's Board of Directors shall immediately implement the procedures for abolishment of the TDD. Any TDD Revenues remaining after the final payment of TDD Administrative Costs shall be retained in a segregated account until such time as the TDD is abolished and the TDD's Board of Directors has provided for the transfer of any remaining TDD Revenues in the manner provided by the TDD Act.

3.13 Governance of the TDD. The TDD Petition shall provide that TDD Board shall consist of nine (9) members to be elected pursuant to the TDD Act. Until the Series A Notes are paid in full (or to the extent they are not yet paid in full but are owned solely by the City), the TDD Board shall consist of five members designated by Developer, two (2) members designated by the City and two (2) members designated by a majority vote of Wolff, Stern, Credit Union, and Hutkin. Once the Series A Notes are paid in full or owned solely by the City, the TDD Board shall consist of nine (9) members, with two (2) members designated by the City, one member designated by St. Louis County, two (2) members designated by Developer and four (4) members designated one (1) each by respective vote of Wolff,

Stern, Credit Union and Hutkin (and in the event of withdrawal by Wolff and/or Hutkin pursuant to Section 2.8, their right to designate a member shall transfer to the remaining Parties who shall make such designation by majority vote). The Parties agree to provide their proxies to the City, which shall appoint the board members consistent with these requirements by vote of the City Council. The Parties further agree to exert best efforts to secure resignations and replacements of board members to the extent necessary to fulfill the foregoing requirements.

The TDD shall authorize and procure directors' and officers' insurance for the TDD at the first meeting of the TDD Board of Directors in an amount not less than Three Million and 00/100 Dollars (\$3,000,000.00) and the cost thereof shall be included as an Annual TDD Administrative Cost and TDD Eligible Cost for purposes of this Agreement.

3.14 TDD Counsel. Legal counsel for the TDD shall be Jenkins & Kling, P.C. ("J&K"), unless subsequently changed by action of the TDD Board of Directors. Each of the Parties hereby acknowledges and agrees that J&K regularly represents Hutkin and its affiliates and has represented Hutkin, but not any of the other Parties, with respect to the negotiation of this Agreement with the Developer. The Parties, after having the opportunity to consult with their own or independent counsel, hereby waive any conflict in this regard and consent to J&K's representation of the TDD.

3.15 Cross Access Cooperation. The TDD and the Developer shall, upon commencement of construction of the Infrastructure Improvements, cause all necessary improvements on the Developer Property to be made to allow connection and use by Hutkin and invitees of the Hutkin Property of a permanent cross-access road for the Hutkin Property as generally described in the City Ordinances and on the subdivision plat approved by the City Ordinances. The TDD and the Developer shall also grant, without cost to Hutkin and its contractors, any necessary temporary slope and construction easements to construct and complete the cross access provided all such construction traffic shall access the work area through the Hutkin Property. Hutkin shall likewise grant, without cost to the TDD and the Developer and their contractors any necessary temporary slope and construction easements to construct and complete the cross access, provided all such construction traffic shall access the work area through the Developer Property.

ARTICLE IV MISCELLANEOUS

4.1 Notices. Notices required by this Agreement shall be deemed given if deposited in the United States Mail, first class, postage prepaid and addressed as hereinafter specified.

- (i) In the case of Developer, to:
Pace-Creve Coeur Associates, L.L.C.
c/o Pace Properties Incorporated
1401 S. Brentwood Boulevard, Suite 900
St. Louis, Missouri 63144
Attention: General Counsel
- (ii) In the case of the City, to:
City of Creve Coeur
300 N. New Ballas Road
Creve Coeur, Missouri 63141
Attention: City Administrator

- (iii) In the case of Wolff, to:
Creve Coeur Real Estate Venture IV, LLC
721 Emerson Road, Suite 100
St. Louis, Missouri 63141
Attention: Susan Wolff Moriconi

With a copy to:
William C. Biermann, Esq.
Wm. Biermann Company
15455 Conway Road, Suite 360
Chesterfield, MO 63017

- (iv) In the case of Stern, to:
Forsyth Investments, LLC
7 North Bemiston Avenue
St. Louis, Missouri 63105
Attention: Thomas A. Stern

With a copy to:
Jeffrey S. Gershman, Esq.
Stone, Leyton, Gershman, P.C.
7733 Forsyth Boulevard, Suite 500
St. Louis, Missouri 63105

- (v) In the case of Credit Union, to:
First Community Credit Union
10950 Olive Boulevard
St. Louis, Missouri 63141
Attention: Manager

With a copy to:
Joseph C. Blanner, Esq.
Behr, McCarter & Potter, P.C.
7777 Bonhomme Avenue, Suite 1400
St. Louis, Missouri 63105

- (vi) In the case of Hutkin, to:

D Hutkin Family Investors, LLC
10923 Olive Partners, L.L.C.
c/o Mr. David S. Hutkin
10829 Olive Boulevard, Suite 200
St. Louis, Missouri 63141

Adkins Farms, Inc.
ORA Properties, LLC
c/o Mr. Oakleigh R. Adkins III
11669 E. CR 300N
Chandlerville, Illinois 62627

With a copy to:
Stephen L. Kling, Jr., Esq.
Jenkins & Kling, P.C.
10 S. Brentwood Blvd., Suite 200
St. Louis, Missouri 63105

or to such other address with respect to either party as that party may, from time to time, designate in writing and forward to the other as provided in this Section 4.1.

4.2 Nature of Agreement; Entire Agreement; Amendment. This Agreement does not establish a joint venture or partnership and the Parties remain separate and independent entities. The Parties agree that this Agreement constitutes the entire agreement between the Parties on the subject matter hereof and that no other agreements or representations other than those contained in this Agreement have been made by the Parties regarding that subject matter. This Agreement shall be amended only in writing and effective when such amendment is signed by the authorized agents of the Parties.

4.3 Choice of Law. This Agreement shall be deemed to have been fully executed, made by the Parties in, and governed by the laws of State of Missouri for all purposes and intents.

4.4 Counterparts. This Agreement may be executed in multiple counterparts.

4.5 Partial Invalidity. If any term, covenant, condition or provision of this Agreement or the application of this Agreement to any person or circumstance shall, at any time or to any extent, be invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected by the partial invalidity, and each term, covenant, condition and provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.

4.6 Opportunity to Cure Preserved. In the event of any default in or breach of any term or conditions of this Agreement by any party, or any successor, the aggrieved party, prior to instituting any action at law or in equity, shall give written notice to the breaching or defaulting party (or successor) specifying, in the opinion of the aggrieved party the nature of the breach, and the defaulting or breaching party (or successor) shall, upon receipt of such written notice from the other party, proceed immediately to cure or remedy such default or breach. In case such cure or remedy is not taken or not diligently pursued, or the default or breach shall not be cured or remedied within a reasonable time, the aggrieved party may then take such action and institute such proceedings as may be necessary or desirable in its opinion to cure and remedy such default or breach, including, but not limited to proceedings to compel specific performance by the defaulting or breaching party, or acting to cure such default or breach itself and obtaining reimbursement from the defaulting or breaching party.

4.7 No Waiver of Immunity; No Personal Liability. Nothing in this Agreement shall be construed or deemed to constitute a waiver of the City's or the TDD's sovereign immunity or a waiver of the official immunity of any elected or appointed official. No elected or appointed official, agent, employee, or representative of the City or the TDD or other Parties shall be personally liable under this Agreement.

4.8 Assignment; Third Party Beneficiary. Other than by transfer of fee simple title to their property, a Party may not assign its rights or obligations under this Agreement without the written consent of all other Parties, which consent shall not be unreasonably withheld. This Agreement shall be binding on and shall inure to the benefit of the City, Developer, Wolff, Stern, Credit Union, Hutkin and the TDD, shall be binding upon their respective successors in title, and shall be for the benefit and burden of their

permitted successors and assigns. The Parties hereto agree and acknowledge that upon ratification of this Agreement by the TDD, the TDD shall be a party to this Agreement and entitled to the benefit and subject to the burdens of this Agreement. This Agreement is not intended to create any rights enforceable by any third party beneficiary other than the TDD or St. Louis County as expressly provided herein.

4.9 Term. Unless earlier terminated as provided herein, this Agreement shall remain in full force and effect so long as the TDD remains in force and effect, and upon dissolution of the TDD and the satisfaction, retirement or expiration of all TDD Obligations, this Agreement shall terminate.

4.10 Party Liability/Transfer.

(a) Except as otherwise provided in Sections 2.8 and 4.10(b), Developer, Wolff, Stern, Credit Union, and/or Hutkin (each as a "Transferor") will be automatically released from all obligations and liabilities under this Agreement upon transferring fee simple title to all property owned by such Transferor within the boundaries of the TDD, and the rights and obligations of such a Transferor hereunder shall be automatically assigned and assumed by any transferee of fee simple title to any such property as to such property. Therefore, this Agreement shall be deemed an agreement and covenant running with the land and a memorandum of this Agreement shall be recorded by the Parties no later than the first meeting of the TDD Board of Directors. Parties shall provide reasonable advance notice of any intended sale of real property subject to this Agreement.

(b) Notwithstanding Section 4.10(a), Developer shall remain fully liable hereunder until the completion of the Infrastructure Improvements and acceptance thereof by the appropriate authorities.

4.11 Force Majeure. No Party or successor in interest thereto shall be considered in breach or default of their obligations under this Agreement, and times for performance of obligations hereunder shall be extended as necessary, given diligent efforts, in the event of any delay caused by force majeure, including without limitation: damage or destruction by fire or casualty; strike; lockout; civil disorder; war; restrictive governmental regulations; lack of issuance of any governmental permits and/or legal authorization by the governmental entities with jurisdiction; litigation or related court orders or judgments; eminent domain; shortage or delay in shipment of materials or fuel; acts of God; unusually adverse weather or wet soil conditions; or other like causes beyond the Party's reasonable control and not attributable to the Party's improper, illegal, or dilatory conduct. In order to obtain an extension of time to perform under this Section 4.11, a Party shall provide notice to the other Parties within 30 days of the commencement of the event of force majeure and on a monthly basis thereafter, until cessation of the event, concerning the status of the event and efforts taken with respect thereto to mitigate its effects.

4.12 Indemnification.

(a) To the fullest extent permitted by law, except as provided in the penultimate sentence of this Section 4.12(a), Developer hereby agrees to protect, indemnify, defend (by counsel reasonably acceptable to said other Parties) and save harmless, the other Parties and their respective directors, officers, agents and employees from and against any and all liability, claim, cause of action, judgment, damage, settlement, principal, interest, fine and expense (including, without limitation, attorneys' fees, court costs and all litigation expenses)(collectively, the "Claims") resulting from or arising out of any one or more of the following: (i) any default by Developer under any agreements or any other construction contracts or other agreements to which the Developer is a party related to construction of the Infrastructure Improvements, (ii) any hazardous or dangerous condition created by Developer or its agents, employees, partners, contractors, or subcontractors (collectively "Developer Parties") relating to (A) the construction of the Infrastructure Improvements or (B) the operation or use of

the Infrastructure Improvements prior to acceptance of the Infrastructure Improvements by the appropriate authorities, (iii) any breach of any environmental Law by any of the Developer Parties relating to construction of the Infrastructure Improvements, or (iv) any litigation in connection with construction of the Infrastructure Improvements by Developer or the TDD, including but not limited to any Claims relating to loss or damage to property or any injury or death of any person, or liability for hazardous materials or environmental contamination. Developer's indemnity shall specifically not cover indirect or consequential damages, including but not limited to lost profits and diminution of property value, provided that this indemnity shall cover direct damage to property and shall include the obligation to repair, restore or remediate the damaged property. The indemnity of Developer as provided in this Section 4.12(a) shall terminate on the earlier of (x) one year after completion of the Infrastructure Improvements or (y) upon termination of this Agreement.

(b) To the fullest extent permitted by law, except as provided in the penultimate sentence of this Section 4.12(b), each Party hereby agrees to protect, indemnify, defend (by counsel reasonably acceptable to the other Parties) and save harmless, the other Parties and their respective elected officials, directors, officers, agents and employees from and against any and all liability, claim, cause of action, judgment, damage, settlement, principal, interest, fine and expense (including, without limitation, attorneys' fees, court costs and all litigation expenses), in excess of any such items as may be covered and paid by insurance available pursuant to the provisions of this Agreement, resulting from or arising out of any one or more of the following: (i) any default by such indemnifying Party under this Agreement or (ii) any misrepresentation or breach of warranty made by such Indemnifying Party under this Agreement, including, but not limited to, loss or damage to property or any injury or death of any person, or liability for hazardous materials or environmental contamination. Each Party's indemnity shall specifically not cover indirect or consequential damages, including, but not limited to, lost profits and diminution of property value. The indemnity of each Party as provided in this Section 4.12 shall terminate on the earlier of (x) one year after completion of the Infrastructure Improvements or (y) upon, the termination of this Agreement.

(c) Nothing contained in the indemnifications set forth in subsections (a) or (b) shall limit a direct cause of action of any Party against the Developer.

4.13 Mechanics Liens. Developer agrees that it will not suffer or permit any mechanics' liens to be claimed or filed or otherwise asserted against the Wolff Property, Stern Property, Hutkin Property or Credit Union Property, or any City property, and will promptly discharge the same in case of the filing of any such lien or proceedings for the enforcement thereof. If Developer shall fail promptly to discharge any mechanics' lien, then and in any such event the other Parties hereto may procure the release and discharge of any such claim and any judgment or decree thereon and, further, in their sole discretion effect any settlement or compromise of the same. Any amounts so expended by another Party, including premiums paid or security furnished in connection with the issuance of any surety bonds, shall be paid by Developer to the Party making such payment promptly upon written demand for the same. In settling, compromising, discharging or providing indemnity or security for any claim for lien, the aggrieved Party shall not be required to inquire into the validity or amount thereof.

4.14 Eminent Domain. The TDD shall neither initiate negotiations regarding property acquisition nor initiate eminent domain proceedings to acquire property interests without the unanimous approval of the TDD Board and the advance approval of the City Council of the City. Any request for such approval shall be accompanied by a legal description of the involved property, an appraisal meeting applicable legal standards, and a full explanation as to the underlying necessity of the proposed acquisition and the public use to be made of the property. The Parties acknowledge that as of the date of execution of this agreement, no eminent domain proceedings are contemplated and this provision has

been included in this agreement at the request of the City acting, in its view, out of an abundance of caution. Neither the TDD nor the City shall threaten or initiate any eminent domain proceeding against the Hutkin Property, the Stern Property, the Credit Union Property, or the Wolff Property for any purpose directly or indirectly related to the Infrastructure Improvements unless and only to the extent such property is essential to the completion of the Infrastructure Improvements.

4.15 Reports. Until completion of the Infrastructure Improvements and acceptance thereof by the appropriate authorities, the Developer and the TDD Board of Directors shall make quarterly reports (Jan. 15, Apr 15, July 15, Oct 15) to the City Administrator, with copies to Hutkin, Stern, the Credit Union, and Wolff, regarding the status of construction and TDD revenues, expenses and outstanding obligations. Upon completion and acceptance of the Infrastructure Improvements, the Developer's reporting obligations shall cease, but the TDD Board of Directors shall continue to make such reports on an annual basis (Jan 15) until the TDD is dissolved.

4.16 Remedies. Each Party acknowledges that it will suffer irreparable harm and injury if the provisions of this Agreement are breached by any other Party, for which monetary relief alone will be inadequate. Accordingly, in the event of such breach, the aggrieved Party or the TDD, as the case may be, shall be entitled, in addition to all other rights and remedies available at law or in equity, to obtain restraining orders, injunctions, and/or other equitable relief, both temporary and permanent in nature, for the purpose of restraining, enjoining, and/or prohibiting the future breach or continued breach of any such provisions. Any bond required for equitable relief shall be limited to One Thousand and 00/100 Dollars (\$1,000.00). Each Party hereby waives the claim or defense that the aggrieved Party has an adequate remedy at law, and no Party shall claim, at any such action or proceeding, that an adequate remedy at law exists. Notwithstanding the foregoing, termination of this Agreement shall not be a remedy for breach.

4.17 Cost of Enforcement. In the event of any action or proceeding brought under or pursuant to or in the enforcement of the terms and provisions of this Agreement, the substantially prevailing party(ies) shall be entitled to recover (and the non-prevailing party(ies) shall be obligated to pay) all costs and expenses incurred by the substantially prevailing party(ies) in connection therewith, including reasonable attorneys' fees (as determined by court action) and court costs.

[Remainder of page intentionally left blank.]

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed in their respective names as of the day and date first above written.

"CITY"

CITY OF CREVE COEUR, MISSOURI

By: [Signature]
Name: Harold Diekmann
Title: Mayor

ATTEST:

By: [Signature]
City Clerk


STATE OF MISSOURI)
) SS
COUNTY OF St. Louis)

On this 5th day of March, 2009, before me, Laverne Collins,
a Notary Public in and for said state, personally appeared Harold Diekmann,
Mayor of the **City of Creve Coeur**, a charter city and political subdivision of the
State of Missouri, known to me to be the person who executed the within document in behalf of said City
of Creve Coeur and acknowledged to me that he/she executed the same for the purposes therein stated.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the
County and State aforesaid, the day and year first above written.

My Commission Expires:

[Signature]
Notary Public

 LAVERNE COLLINS
My Commission Expires
July 30, 2010
St. Louis County
Commission #08428168

"DEVELOPER"
PACE-CREVE COEUR ASSOCIATES, L.L.C.
By: Pace-Graeser Associates, L.L.C., its Manager

By: *Douglas C. Huff*
Douglas C. Huff
its Manager

STATE OF MISSOURI)
COUNTY OF ST. LOUIS)SS
)

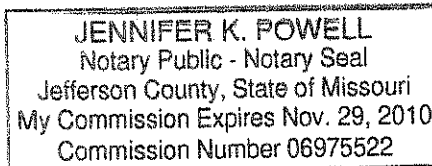
On this 19th day of March, 2009, before me, Jennifer K Powell, a Notary Public in and for said state, personally appeared **Douglas C. Huff, Manager of Pace-Graeser Associates, L.L.C.**, a limited liability company of the State of Missouri, **Manager of Pace-Creve Coeur Associates, L.L.C.**, a limited liability company of the State of Missouri, known to me to be the person who executed the within document in behalf of said limited liability company and acknowledged to me that he/she executed the same for the purposes therein stated.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State aforesaid, the day and year first above written.

My Commission Expires:

Nov 29, 2010

J K Powell
Notary Public



"TDD"
OLIVE/GRAESER TRANSPORTATION
DEVELOPMENT DISTRICT

By: _____
Name: _____
Title: _____

STATE OF MISSOURI)
) SS
COUNTY OF _____)

On this ____ day of _____, 20____, before me, _____, a
Notary Public in and for said state, personally appeared _____,
_____ of the **Olive/Graeser Transportation Development District**, a political
subdivision of the State of Missouri, known to me to be the person who executed the within document in
behalf of said transportation development district and acknowledged to me that he/she executed the same
for the purposes therein stated.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the
County and State aforesaid, the day and year first above written.

My Commission Expires:

Notary Public

"WOLFF"
CREVE COEUR REAL ESTATE VENTURE
IV, LLC

By: Susan W. Moriconi
Name: Susan W. Moriconi
Title: Manager

STATE OF MISSOURI)
COUNTY OF St. Louis) SS

On this 29th day of April, 2009, before me, Deborah M. Edwards, a
Notary Public in and for said state, personally appeared Susan W. Moriconi,
of Creve Coeur Real Estate Venture IV, LLC, a limited liability company
of the State of Missouri, known to me to be the person who executed the within document in behalf of
said limited liability company and acknowledged to me that he/she executed the same for the purposes
therein stated.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the
County and State aforesaid, the day and year first above written.

Deborah M. Edwards
Notary Public

My Commission Expires:

January 24, 2010



DEBORAH M. EDWARDS
My Commission Expires
January 24, 2010
Jefferson County
Commission #06829333

"STERN"
FORSYTH INVESTMENTS LLC

By: Thomas A. Stern
Name: Thomas A. Stern
Title: Authorized Signatory

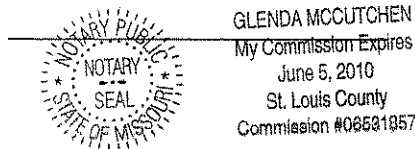
STATE OF MISSOURI)
) SS
COUNTY OF ST. LOUIS)

On this 10th day of July, 2009, before me, Glenda McCutchen, a Notary Public in and for said state, personally appeared Thomas A. Stern, an Authorized Signatory for **Forsyth Investments LLC**, a limited liability company of the State of Missouri, known to me to be the person who executed the within document in behalf of said limited liability company and acknowledged to me that he executed the same for the purposes therein stated.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State aforesaid, the day and year first above written.

My Commission Expires:

Glenda McCutchen
Notary Public



"CREDIT UNION"

FIRST COMMUNITY CREDIT UNION

f/k/a Monsanto Credit Union

By: _____

Name: Glenn D. BARKS

Title: President

STATE OF MISSOURI)
) SS
COUNTY OF St. Louis)

On this 20th day of March, 2009, before me, Barbara Carey, a Notary Public in and for said state, personally appeared Glenn D. Barks, President of **First Community Credit Union**, a credit union of the State of Missouri, known to me to be the person who executed the within document in behalf of said credit union and acknowledged to me that he/she executed the same for the purposes therein stated.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State aforesaid, the day and year first above written.

My Commission Expires:

Feb 6, 2010

Barbara S. Carey
Notary Public



BARBARA S. CAREY
My Commission Expires
February 6, 2010
St. Charles County
Commission #06438694

"HUTKIN"
ADKINS FARMS, INC.

By: Oakleigh R. Adkins III
Name: OAKLEIGH R. ADKINS III
Title: PRESIDENT

STATE OF Missouri)
) SS
COUNTY OF St Louis)

On this 13 day of July, 2009, before me, Tracey A Coleman, a
Notary Public in and for said state, personally appeared Oakleigh R Adkins III,
President of **Adkins Farms, Inc.**, a corporation of the State of Illinois, known to me
to be the person who executed the within document in behalf of said corporation and acknowledged to me
that he/she executed the same for the purposes therein stated.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the
County and State aforesaid, the day and year first above written.

My Commission Expires:

Tracey A Coleman
Notary Public



TRACEY A. COLEMAN
My Commission Expires
June 27, 2010
Jefferson County
Commission #06431883

"HUTKIN"

D HUTKIN FAMILY INVESTORS, LLC

By:

Name:

Title:

David S. Hutkin

DAVID S. HUTKIN, Manager

MANAGER

STATE OF MISSOURI)

) SS

COUNTY OF St Louis)

On this 10 day of July, 2009, before me, Tracey A Coleman, a Notary Public in and for said state, personally appeared David S. Hutkin, Sole Member of D Hutkin Family Investors, LLC, a limited liability company of the State of Missouri, known to me to be the person who executed the within document in behalf of said limited liability company and acknowledged to me that he/she executed the same for the purposes therein stated.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State aforesaid, the day and year first above written.

My Commission Expires:

Tracey A Coleman
Notary Public



TRACEY A. COLEMAN
My Commission Expires
June 27, 2010
Jefferson County
Commission #06431965

"HUTKIN"
ORA PROPERTIES, LLC

By: Oakleigh R. Adkins III
Name: OAKLEIGH R. ADKINS III
Title: SALE MEMBER

STATE OF Missouri)
) SS
COUNTY OF St Louis)

On this 13 day of July, 2009, before me, Tracey A Coleman, a
Notary Public in and for said state, personally appeared Oakleigh R. Adkins III,
Sale Member of ORA Properties, LLC, a limited liability company of the State of
Illinois, known to me to be the person who executed the within document in behalf of said limited
liability company and acknowledged to me that he/she executed the same for the purposes therein stated.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the
County and State aforesaid, the day and year first above written.

My Commission Expires:

Tracey A Coleman
Notary Public



TRACEY A. COLEMAN
My Commission Expires
June 27, 2010
Jefferson County
Commission #06431965

"HUTKIN"

10923 OLIVE PARTNERS, L.L.C.

By:

Name:

Title:

David L. Hutkin

DAVID L. HUTKIN

MANAGER

STATE OF MISSOURI)

) SS

COUNTY OF St. Louis)

On this 10 day of July, 2009, before me, Tracey A. Coleman, a Notary Public in and for said state, personally appeared David L. Hutkin, Manager of 10923 Olive Partners, L.L.C., a limited liability company of the State of Illinois, known to me to be the person who executed the within document in behalf of said limited liability company and acknowledged to me that he/she executed the same for the purposes therein stated.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State aforesaid, the day and year first above written.

My Commission Expires:

Notary Public

Tracey A. Coleman



TRACEY A. COLEMAN
My Commission Expires
June 27, 2010
Jefferson County
Commission #06431965

Exhibit A
Legal Description of the Developer Property

Parcel No. 1: Lot 1 of GRAESER ACRES PLAT NO. 1, according to the plat thereof recorded in Plat Book 58 page 40 of the St. Louis County Records.

Parcel No. 2: Lot 100 of GRAESER ACRES ADDITION, according to the plat thereof recorded in Plat Book 82 page 31 of the St. Louis County Records.

Parcel No. 3: Part of Lot 1 of the Subdivision in partition of the M. B. O'Reilly Farm in Sections 1 and 2, Township 45 North, Range 5 East described as follows: Beginning at a point in the North line of Olive Street Road, 60 feet wide, distant North 73 degrees 11 minutes West 136 feet from the intersection of said North line of Olive Street Road with the East line of said Lot 1; thence along the North line of said Olive Street Road, 60 feet wide, North 73 degrees 11 minutes West, 151.38 feet to a point; thence North 6 degrees 23 minutes East 226.93 feet to a point in the Southeast line of U. S. Survey 1962; thence along said Southeast line of U. S. Survey 1962, North 60 degrees East to the West line of property conveyed to Albert Graeser and wife; thence along said West line, South 1 degree 31 minutes West 342.19 feet, more or less, to the point of beginning, LESS AND EXCEPTING THEREFROM that part conveyed to the State of Missouri, acting by and through the State Highway Commission of Missouri by instrument recorded in Book 5207 page 365 of the St. Louis County Records.

Parcel No. 4: A strip of ground One foot wide along the entire Southern part of Lot 101 of GRAESER ACRES ADDITION, according to the plat thereof recorded in Plat Book 82 page 31 of the St. Louis County Records Office.

Parcel No. 5: A tract of land in the Northeast $\frac{1}{4}$ of Section 2, Township 45 North, Range 5 East and being part of Lot 1 of the Subdivision in partition of the M.B. O'Reilly Farm, a plat of which is recorded in Plat Book 9 page 17 of the St. Louis County Records, and described as follows: Beginning at an iron pipe in the Northeast line of Olive Street Road distant North 73 degrees 11 minutes West 387.38 feet from its intersection with the East line of said Lot 1; said beginning point being the Southwest corner of property conveyed to Carl L. Graeser, et al, by deed recorded in Book 3137 page 621 of said County Records; thence along the West line of said property conveyed to Graeser, et al, North 12 degrees 35 minutes East 149.80 feet to a point in the Southeast line of U.S. Survey 1962; thence along said survey line, South 60 degrees 20 minutes West 206.09 feet, more or less, to its intersection with the Northeast line of Olive Street Road; thence along said road line, South 73 degrees 11 minutes East 153 feet to the beginning. EXCEPTING THEREFROM that part taken for road purposes by the State of Missouri ex rel in Cause No. 265592 of the Circuit Court of St. Louis County, Missouri, Commissioners' Report recorded in Book 5684 page 134 of the St. Louis County Records.

Parcel No. 6: Lot 2 of Graeser Acres Plat No. 1, according to the plat thereof recorded in Plat Book 58 page 40 of the St. Louis County Records.

Parcel No. 7: A tract of land in the Northeast $\frac{1}{4}$ of Section 2 Township 45 North, Range 5 East, and being part of Lot 1 of the Subdivision of the M. B. O'Reilly Farm, the plat of which is recorded in Plat Book 9 page 19 of the St. Louis County Records, and described as follows: Beginning at a point in the Northeast line of Olive Street Road, distant North 73 degrees 11 minutes West 287.38 feet from its intersection with the East line of said Lot 1, said beginning point being the Southwest

corner of property conveyed to C. W. McAlpin and wife by deed recorded in Book 3495 page 42 of said County Records; thence along the West line of said property so conveyed, North 6 degrees 23 minutes East 226.93 feet to a point in the Southeast line of U.S. Survey 1962; thence along said survey line, South 60 degrees 20 minutes West to the Northeast corner of property conveyed to Carl L. Graeser and wife by deed recorded in Book 1695 page 299 of said County Records; thence along the East line of said property so conveyed, South 12 degrees 35 minutes West 149.80 feet to a point in the Northeast line of Olive Street Road; thence along said road line, South 73 degrees 11 minutes East 100.00 feet to the point of beginning, LESS AND EXCEPTING THEREFROM that part taken for the widening of Olive Street Road In Cause No. 265592 of the Circuit Court of St. Louis County, the Report of Commissioners is recorded in Book 5684 page 134 of the St. Louis County Records.

Exhibit A-1
Legal Description of the Wolff Property

A TRACT OF LAND BEING PART OF LOT 7 OF THE PARTITION OF SAMUEL S. MATSON ESTATE IN U.S. SURVEY 1962, TOWNSHIP 45 NORTH, RANGE 5 EAST, ST. LOUIS COUNTY, MISSOURI AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS;

BEGINNING AT A SET IRON PIPE WITH CAP AT THE INTERSECTION OF THE NORTH RIGHT-OF-WAY LINE OF OLIVE, 90 FEET WIDE, BOULEVARD, AND THE WEST RIGHT-OF-WAY LINE OF DAUTEL, 50 FEET WIDE, LANE, FROM WHICH POINT A FOUND RIGHT-OF-WAY MARKER BEARS 1.38 FEET SOUTH;

THENCE ALONG A CURVE TO THE LEFT WITH A RADIUS OF 1477.69 FEET, AN ARC LENGTH OF 244.04 FEET, AND A CHORD BEARING NORTH 81 DEGREES 19 MINUTES 37 SECONDS WEST TO THE SOUTHEAST CORNER OF A TRACT OF LAND CONVEYED TO A C OLIVE LLC BY DEED RECORDED IN BOOK 16071 PAGE 2963 OF THE ST. LOUIS COUNTY, MISSOURI, RECORDS, FROM WHICH POINT A FOUND IRON PIPE WITH MAG NAIL BEARS 0.38 FEET SOUTH;

THENCE ALONG THE EAST LINE OF SAID A C OLIVE LLC TRACT, NORTH 26 DEGREES 54 MINUTES 00 SECONDS WEST, 213.75 FEET TO THE SOUTHWEST CORNER OF A TRACT OF LAND CONVEYED TO ROBERT E. AND PAMELA D. WEHMUELLER BY DEED RECORDED IN BOOK 7300 PAGE 1232 OF THE ST. LOUIS COUNTY, MISSOURI, RECORDS, FROM WHICH POINT A FOUND IRON PIPE WITH MAG NAIL BEARS 0.23 FEET SOUTH AND 0.17 FEET WEST;

THENCE ALONG THE SOUTH LINE OF SAID WEHMUELLER TRACT, SOUTH 86 DEGREES 56 MINUTES 00 SECONDS EAST, 250.67 FEET TO A FOUND IRON PIPE AT AN ANGLE POINT IN THE SOUTH RIGHT-OF-WAY OF COUNTRY SQUIRE, 50 FEET WIDE, LANE;

THENCE ALONG THE SOUTH RIGHT-OF-WAY OF SAID COUNTRY SQUIRE LANE, SOUTH 75 DEGREES 40 MINUTES 00 SECONDS EAST, 80.17 FEET TO A POINT OF CURVATURE, FROM WHICH POINT A FOUND IRON PIPE BEARS 0.74 FEET SOUTH AND 1.88 FEET EAST;

THENCE ALONG A CURVE TO THE RIGHT WITH A RADIUS OF 25.00 FEET, AN ARC LENGTH OF 34.36 FEET, AND A CHORD BEARING SOUTH 36 DEGREES 17 MINUTES 30 SECONDS EAST TO A TO A SET IRON PIPE WITH CAP ON THE WEST RIGHT-OF-WAY LINE OF THE ABOVE MENTIONED DAUTEL LANE;

THENCE ALONG THE WEST RIGHT-OF-WAY LINE OF SAID DAUTEL LANE, SOUTH 03 DEGREES 05 MINUTES 00 SECONDS WEST, 168.80 FEET TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED TRACT CONTAINS 55,829 SQUARE FEET OR 1.282 ACRES AND IS SUBJECT TO ALL EASEMENTS, RESTRICTIONS, RESERVATIONS AND CONDITIONS OF RECORD, IF ANY.

Exhibit A-2
Legal Description of the Stern Property

A tract of land in the North ½ of Section 2 Township 45 North Range 5 East and in U.S. Survey 1962 Township 45 North Range 5 East in the County of St. Louis, Missouri, and more particularly described as follows: Beginning at a railroad spike in the South line of Olive Street Road, as widened by instrument recorded in Book 5405 page 429 at its intersection with the West line of property conveyed to Joseph Henty and wife by deed recorded in Book 5095 page 489, thence South 1 degree 56-1/2 minutes West along the West line of property conveyed to Joseph Henty and wife, as aforesaid, 246.87 feet to a point in the North line of a 10 foot strip conveyed to Carl L. Graeser and wife, by Deed recorded in Book 2501 page 442; thence North 88 degrees 20 minutes West along the North line of said strip conveyed to Carl L. Graeser and wife, 193.61 feet to an old iron pipe at the Northeast corner of Lot 1 of Mary Meadows, a Subdivision according to the Plat thereof recorded in Plat Book 72 page 25 of the St. Louis County Records; thence South 86 degrees 38-1/2 minutes West along the North line of said Lot 1 of Mary Meadows 109.69 feet to an old iron pipe; thence North 0 degrees 32-1/2 minutes East 281.65 feet to an iron pipe in the South line of Olive Street Road, as widened, as aforesaid, and thence East along said South line of Olive Street Road 310.88 feet to the point of beginning, according to Survey thereof executed by Clayton Surveying & Engineering Company during March, 1966.

Exhibit A-3
Legal Description of the Hutkin Property

Parcel 1: Adjusted Lot 1 of the Westchase Shops Subdivision, a subdivision in St. Louis County, Missouri, according to the plat thereof recorded in Plat Book 353, Page 950 in the Office of the Recorder of Deeds of St. Louis County, Missouri.

Parcel 2: Adjusted Lot 2 of the Westchase Shops Subdivision, a subdivision in St. Louis County, Missouri, according to the plat thereof recorded in Plat Book 353, Page 950 in the Office of the Recorder of Deeds of St. Louis County, Missouri.

Exhibit A-4
Legal Description of the Credit Union Property

A tract of land being part of the Northeast one-quarter of Section 2, Township 45 North, Range 5 East, St. Louis County Missouri and being more particularly described as follows: Beginning at a point on the East line of Graeser Road, 40 feet wide; said point being 10.00 feet South of the prolonged South line of Olive Boulevard, 90 feet wide, as widened, by Deed recorded in Deed Book 5744 page 278; thence North 52 degrees 57 minutes East, a distance of 11.84 feet to a point, said point being 10.00 feet East of the prolonged East line of said Graeser Road, 40.00 feet wide; thence South 73 degrees 20 minutes East and along the said South line of Olive Boulevard, 90.00 feet wide, a distance of 427.40 feet to a point on the West line of Olive Crest First Addition, as per plat thereof recorded in Plat Book 13 page 52 of the St. Louis County Records; thence South 0 degrees 02 minutes West and along the West line of said Subdivision, a distance of 224.97 feet to a point; thence North 89 degrees 14 minutes West, a distance of 414.32 feet to a point in the East line of Graeser Road 40.00 feet wide; thence North 0 degrees 46 minutes West and along the said East line of Graeser Road, a distance of 334.90 feet to the point of beginning.

Exhibit A-5
Legal Description of the TDD

DEVELOPER PROPERTY:

Parcel No. 1: Lot 1 of GRAESER ACRES PLAT NO. 1, according to the plat thereof recorded in Plat Book 58 page 40 of the St. Louis County Records.

Parcel No. 2: Lot 100 of GRAESER ACRES ADDITION, according to the plat thereof recorded in Plat Book 82 page 31 of the St. Louis County Records.

Parcel No. 3: Part of Lot 1 of the Subdivision in partition of the M. B. O'Reilly Farm in Sections 1 and 2, Township 45 North, Range 5 East described as follows: Beginning at a point in the North line of Olive Street Road, 60 feet wide, distant North 73 degrees 11 minutes West 136 feet from the intersection of said North line of Olive Street Road with the East line of said Lot 1; thence along the North line of said Olive Street Road, 60 feet wide, North 73 degrees 11 minutes West, 151.38 feet to a point; thence North 6 degrees 23 minutes East 226.93 feet to a point in the Southeast line of U. S. Survey 1962; thence along said Southeast line of U. S. Survey 1962, North 60 degrees East to the West line of property conveyed to Albert Graeser and wife; thence along said West line, South 1 degree 31 minutes West 342.19 feet, more or less, to the point of beginning, LESS AND EXCEPTING THEREFROM that part conveyed to the State of Missouri, acting by and through the State Highway Commission of Missouri by instrument recorded in Book 5207 page 365 of the St. Louis County Records.

Parcel No. 4: A strip of ground One foot wide along the entire Southern part of Lot 101 of GRAESER ACRES ADDITION, according to the plat thereof recorded in Plat Book 82 page 31 of the St. Louis County Records Office.

Parcel No. 5: A tract of land in the Northeast $\frac{1}{4}$ of Section 2, Township 45 North, Range 5 East and being part of Lot 1 of the Subdivision in partition of the M.B. O'Reilly Farm, a plat of which is recorded in Plat Book 9 page 17 of the St. Louis County Records, and described as follows: Beginning at an iron pipe in the Northeast line of Olive Street Road distant North 73 degrees 11 minutes West 387.38 feet from its intersection with the East line of said Lot 1; said beginning point being the Southwest corner of property conveyed to Carl L. Graeser, et al, by deed recorded in Book 3137 page 621 of said County Records; thence along the West line of said property conveyed to Graeser, et al, North 12 degrees 35 minutes East 149.80 feet to a point in the Southeast line of U.S. Survey 1962; thence along said survey line, South 60 degrees 20 minutes West 206.09 feet, more or less, to its intersection with the Northeast line of Olive Street Road; thence along said road line, South 73 degrees 11 minutes East 153 feet to the beginning. EXCEPTING THEREFROM that part taken for road purposes by the State of Missouri ex rel in Cause No. 265592 of the Circuit Court of St. Louis County, Missouri, Commissioners' Report recorded in Book 5684 page 134 of the St. Louis County Records.

Parcel No. 6: Lot 2 of Graeser Acres Plat No. 1, according to the plat thereof recorded in Plat Book 58 page 40 of the St. Louis County Records.

Parcel No. 7: A tract of land in the Northeast $\frac{1}{4}$ of Section 2 Township 45 North, Range 5 East, and being part of Lot 1 of the Subdivision of the M. B. O'Reilly Farm, the plat of which is recorded in Plat Book 9 page 19 of the St. Louis County Records, and described as follows: Beginning at a point in the Northeast line of Olive Street Road, distant North 73 degrees 11 minutes West 287.38 feet from its intersection with the East line of said Lot 1, said beginning point being the Southwest

corner of property conveyed to C. W. McAlpin and wife by deed recorded in Book 3495 page 42 of said County Records; thence along the West line of said property so conveyed, North 6 degrees 23 minutes East 226.93 feet to a point in the Southeast line of U.S. Survey 1962; thence along said survey line, South 60 degrees 20 minutes West to the Northeast corner of property conveyed to Carl L. Graeser and wife by deed recorded in Book 1695 page 299 of said County Records; thence along the East line of said property so conveyed, South 12 degrees 35 minutes West 149.80 feet to a point in the Northeast line of Olive Street Road; thence along said road line, South 73 degrees 11 minutes East 100.00 feet to the point of beginning, LESS AND EXCEPTING THEREFROM that part taken for the widening of Olive Street Road In Cause No. 265592 of the Circuit Court of St. Louis County, the Report of Commissioners is recorded in Book 5684 page 134 of the St. Louis County Records.

WOLFF PROPERTY:

A TRACT OF LAND BEING PART OF LOT 7 OF THE PARTITION OF SAMUEL S. MATSON ESTATE IN U.S. SURVEY 1962, TOWNSHIP 45 NORTH, RANGE 5 EAST, ST. LOUIS COUNTY, MISSOURI AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS;

BEGINNING AT A SET IRON PIPE WITH CAP AT THE INTERSECTION OF THE NORTH RIGHT-OF-WAY LINE OF OLIVE, 90 FEET WIDE, BOULEVARD, AND THE WEST RIGHT-OF-WAY LINE OF DAUTEL, 50 FEET WIDE, LANE, FROM WHICH POINT A FOUND RIGHT-OF-WAY MARKER BEARS 1.38 FEET SOUTH;

THENCE ALONG A CURVE TO THE LEFT WITH A RADIUS OF 1477.69 FEET, AN ARC LENGTH OF 244.04 FEET, AND A CHORD BEARING NORTH 81 DEGREES 19 MINUTES 37 SECONDS WEST TO THE SOUTHEAST CORNER OF A TRACT OF LAND CONVEYED TO A C OLIVE LLC BY DEED RECORDED IN BOOK 16071 PAGE 2963 OF THE ST. LOUIS COUNTY, MISSOURI, RECORDS, FROM WHICH POINT A FOUND IRON PIPE WITH MAG NAIL BEARS 0.38 FEET SOUTH;

THENCE ALONG THE EAST LINE OF SAID A C OLIVE LLC TRACT, NORTH 26 DEGREES 54 MINUTES 00 SECONDS WEST, 213.75 FEET TO THE SOUTHWEST CORNER OF A TRACT OF LAND CONVEYED TO ROBERT E. AND PAMELA D. WEHMUELLER BY DEED RECORDED IN BOOK 7300 PAGE 1232 OF THE ST. LOUIS COUNTY, MISSOURI, RECORDS, FROM WHICH POINT A FOUND IRON PIPE WITH MAG NAIL BEARS 0.23 FEET SOUTH AND 0.17 FEET WEST;

THENCE ALONG THE SOUTH LINE OF SAID WEHMUELLER TRACT, SOUTH 86 DEGREES 56 MINUTES 00 SECONDS EAST, 250.67 FEET TO A FOUND IRON PIPE AT AN ANGLE POINT IN THE SOUTH RIGHT-OF-WAY OF COUNTRY SQUIRE, 50 FEET WIDE, LANE;

THENCE ALONG THE SOUTH RIGHT-OF-WAY OF SAID COUNTRY SQUIRE LANE, SOUTH 75 DEGREES 40 MINUTES 00 SECONDS EAST, 80.17 FEET TO A POINT OF CURVATURE, FROM WHICH POINT A FOUND IRON PIPE BEARS 0.74 FEET SOUTH AND 1.88 FEET EAST;

THENCE ALONG A CURVE TO THE RIGHT WITH A RADIUS OF 25.00 FEET, AN ARC LENGTH OF 34.36 FEET, AND A CHORD BEARING SOUTH 36 DEGREES 17 MINUTES 30 SECONDS EAST TO A TO A SET IRON PIPE WITH CAP ON THE WEST RIGHT-OF-WAY LINE OF THE ABOVE MENTIONED DAUTEL LANE;

THENCE ALONG THE WEST RIGHT-OF-WAY LINE OF SAID DAUTEL LANE, SOUTH 03 DEGREES 05 MINUTES 00 SECONDS WEST, 168.80 FEET TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED TRACT CONTAINS 55,829 SQUARE FEET OR 1.282 ACRES AND IS SUBJECT TO ALL EASEMENTS, RESTRICTIONS, RESERVATIONS AND CONDITIONS OF RECORD, IF ANY.

STERN PROPERTY:

A tract of land in the North ½ of Section 2 Township 45 North Range 5 East and in U.S. Survey 1962 Township 45 North Range 5 East in the County of St. Louis, Missouri, and more particularly described as follows: Beginning at a railroad spike in the South line of Olive Street Road, as widened by instrument recorded in Book 5405 page 429 at its intersection with the West line of property conveyed to Joseph Henty and wife by deed recorded in Book 5095 page 489, thence South 1 degree 56-1/2 minutes West along the West line of property conveyed to Joseph Henty and wife, as aforesaid, 246.87 feet to a point in the North line of a 10 foot strip conveyed to Carl L. Graeser and wife, by Deed recorded in Book 2501 page 442; thence North 88 degrees 20 minutes West along the North line of said strip conveyed to Carl L. Graeser and wife, 193.61 feet to an old iron pipe at the Northeast corner of Lot 1 of Mary Meadows, a Subdivision according to the Plat thereof recorded in Plat Book 72 page 25 of the St. Louis County Records; thence South 86 degrees 38-1/2 minutes West along the North line of said Lot 1 of Mary Meadows 109.69 feet to an old iron pipe; thence North 0 degrees 32-1/2 minutes East 281.65 feet to an iron pipe in the South line of Olive Street Road, as widened, as aforesaid, and thence East along said South line of Olive Street Road 310.88 feet to the point of beginning, according to Survey thereof executed by Clayton Surveying & Engineering Company during March, 1966.

HUTKIN PROPERTY:

Parcel 1: Adjusted Lot 1 of the Westchase Shops Subdivision, a subdivision in St. Louis County, Missouri, according to the plat thereof recorded in Plat Book 353, Page 950 in the Office of the Recorder of Deeds of St. Louis County, Missouri.

Parcel 2: Adjusted Lot 2 of the Westchase Shops Subdivision, a subdivision in St. Louis County, Missouri, according to the plat thereof recorded in Plat Book 353, Page 950 in the Office of the Recorder of Deeds of St. Louis County, Missouri.

CREDIT UNION PROPERTY:

A tract of land being part of the Northeast one-quarter of Section 2, Township 45 North, Range 5 East, St. Louis County Missouri and being more particularly described as follows: Beginning at a point on the East line of Graeser Road, 40 feet wide; said point being 10.00 feet South of the prolonged South line of Olive Boulevard, 90 feet wide, as widened, by Deed recorded in Deed Book 5744 page 278; thence North 52 degrees 57 minutes East, a distance of 11.84 feet to a point, said point being 10.00 feet East of the prolonged East line of said Graeser Road, 40.00 feet wide; thence South 73 degrees 20 minutes East and along the said South line of Olive Boulevard, 90.00 feet wide, a distance of 427.40 feet to a point on the West line of Olive Crest First Addition, as per plat thereof recorded in Plat Book 13 page 52 of the St. Louis County Records; thence South 0 degrees 02 minutes West and along the West line of said Subdivision, a distance of 224.97 feet to a point; thence North 89 degrees 14 minutes West, a distance of 414.32 feet to a point in the East line of Graeser Road 40.00 feet wide; thence North 0 degrees 46 minutes West and along the said East line of Graeser Road, a distance of 334.90 feet to the point of beginning.

Exhibit B
Form of Certificate of Reimbursable Costs

Certificate of Reimbursable Project Costs

TO:

Re: City of Creve Coeur, Missouri, Olive/Graeser TDD

Terms not otherwise defined herein shall have the meaning ascribed to such terms in the District Development Agreement dated as of _____, 20____ (the "Agreement"). In connection with said Agreement, the undersigned hereby states and certifies that:

1. Each item listed on **Schedule 1** hereto is a TDD Eligible Cost and was incurred in connection with the construction of the Infrastructure Improvements.
2. These TDD Eligible Costs have been paid by the Developer and are reimbursable under the TDD Act and the Agreement.
3. Each item listed on **Schedule 1** has not previously been paid or reimbursed from money derived from the TDD Fund, and no part thereof has been included in any other certificate previously filed with the City.
4. There has not been filed with or served upon Developer or the TDD any notice of any lien, right of lien or attachment upon or claim affecting the right of any person, firm or corporation to receive payment of the amounts stated in this request, except to the extent any such lien is being contested in good faith.
5. All necessary permits and approvals required for the portion of the Infrastructure Improvements for which this certificate relates have been issued and are in full force and effect.
6. All Infrastructure Improvements for which payment or reimbursement is requested has been performed in a good and workmanlike manner and in accordance with the Agreement.
7. The Developer is not in default or breach of any term or condition of the Agreement.

Dated this _____ day of _____, 20_____.

PACE-CREVE COEUR ASSOCIATES, L.L.C.

By: _____
Name: _____
Title: _____

Approved for Payment this _____

By: _____
Name: _____
Its: _____

**CERTIFICATE OF REIMBURSABLE COSTS
SCHEDULE 1**

<u>Payee and Address</u>	<u>Amount</u>	<u>Description</u>
--------------------------	---------------	--------------------

**Exhibit D
Sales Tax Reporting Form**

**OLIVE/GRAESER TRANSPORTATION DEVELOPMENT DISTRICT
SALES TAX REPORTING FORM**

Business Name	Taxable Sales (line 3 of state form)																		
DBA Name	Tax Rate * %																		
Business Location	Amount Due (taxable sales x tax rate)																		
	Less Timely Payment Discount (2%)																		
	Total Tax Due																		
Tax Period	Interest for Late Payment *																		
The reporting period and the due date are the same as it is for the State Sales Tax.	Additions to Tax *																		
Make Checks payable to: City of Creve Coeur 300 N. New Ballas Road Creve Coeur, Missouri 63144	Less Approved Credit																		
Include a copy of State Sales Tax Form	Pay This Amount																		
		*Calculated on the same basis as the State Sales Tax filing.																	
I have direct control, supervision or responsibility for filing this return and payment of the tax due. Under penalties of perjury, I declare that this is a true, accurate and complete return. I attest that I have no sales to report for locations left blank.																			
Signature										Date					Thank You for Your Prompt Payment				

Exhibit E
Business Registration Form

BUSINESS REGISTRATION FORM
OLIVE/GRAESER TRANSPORTATION DEVELOPMENT DISTRICT

This form must be filed with the Olive/Graeser Transportation Development District, or its authorized representative, within ten (10) days of a retailer being subject to the TDD Sales Tax. No bond is required so long as the retailer possesses a valid Missouri Sales Tax License.

Missouri Integrated Tax System Account Number: _____

Business Name: _____

Business Address: _____

Mailing Address: _____

Contact Person: _____

Contact Telephone Number: _____

Type of Business Entity: _____

Name of Owner: _____

Address of Owner: _____

Type of Business: (Circle one or specify.)

1) Retail 2) Food Service 3) Entertainment 4) Other: _____

When will the business pay state sales tax? (Circle one.)

1) Quarter monthly 2) Quarterly 3) Monthly 4) Annually

If you have any questions regarding business registration in the Olive/Graeser Transportation Development District, please call _____, Executive Director of the District, at (____) _____.

\$1,395,000

City of Creve Coeur, Missouri

Olive/Graeser Road Transportation Development District

Series 2011 Issue Summary

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\$1,395,000

City of Creve Coeur, Missouri

Olive/Graeser Road Transportation Development District

Series 2011 Issue Summary

Total Issue Sources And Uses

Dated 12/01/2011 | Delivered 12/01/2011

	A - TID Revenue Bonds	B - City Appropriati on Bonds	Issue Summary
Sources Of Funds			
Par Amount of Bonds	\$620,000.00	\$775,000.00	\$1,395,000.00
Total Sources	\$620,000.00	\$775,000.00	\$1,395,000.00
Uses Of Funds			
Deposit to Project Construction Fund	543,378.57	691,621.43	1,235,000.00
Deposit to Debt Service Reserve Fund (DSRF)	51,875.00	54,925.00	106,800.00
Total Underwriter's Discount (2.000%)	12,400.00	15,500.00	27,900.00
Costs of Issuance	10,400.00	13,000.00	23,400.00
Rounding Amount	1,946.43	(46.43)	1,900.00
Total Uses	\$620,000.00	\$775,000.00	\$1,395,000.00

\$1,395,000

City of Creve Coeur, Missouri

Olive/Graeser Road Transportation Development District

Series 2011 Issue Summary

Pricing Summary

Maturity	Type of Bond	Coupon	Yield	Maturity Value	Price	Dollar Price
12/01/2036	Term 1 Coupon	4.750%	4.750%	775,000.00	100.000%	775,000.00
12/01/2036	Term 2 Coupon	6.250%	6.250%	620,000.00	100.000%	620,000.00
Total	-	-	-	\$1,395,000.00	-	\$1,395,000.00

Bid Information

Par Amount of Bonds	\$1,395,000.00
Gross Production	\$1,395,000.00
Total Underwriter's Discount (2.000%)	\$(27,900.00)
Bid (98.000%)	1,367,100.00
Total Purchase Price	\$1,367,100.00
Bond Year Dollars	\$22,830.00
Average Life	16.366 Years
Average Coupon	5.4326544%
Net Interest Cost (NIC)	5.5548620%
True Interest Cost (TIC)	5.6291960%

\$1,395,000

City of Creve Coeur, Missouri

Olive/Graeser Road Transportation Development District

Series 2011 Issue Summary

Debt Service Schedule

Date	Principal	Coupon	Interest	Total P+I
12/01/2011	-	-	-	-
12/01/2012	25,000.00	5.350%	75,562.50	100,562.50
12/01/2013	25,000.00	5.350%	74,225.00	99,225.00
12/01/2014	25,000.00	5.350%	72,887.50	97,887.50
12/01/2015	30,000.00	5.250%	71,550.00	101,550.00
12/01/2016	30,000.00	5.250%	69,975.00	99,975.00
12/01/2017	35,000.00	5.393%	68,400.00	103,400.00
12/01/2018	35,000.00	5.393%	66,512.50	101,512.50
12/01/2019	35,000.00	5.393%	64,625.00	99,625.00
12/01/2020	40,000.00	5.313%	62,737.50	102,737.50
12/01/2021	45,000.00	5.417%	60,612.50	105,612.50
12/01/2022	45,000.00	5.417%	58,175.00	103,175.00
12/01/2023	45,000.00	5.417%	55,737.50	100,737.50
12/01/2024	45,000.00	5.417%	53,300.00	98,300.00
12/01/2025	55,000.00	5.432%	50,862.50	105,862.50
12/01/2026	55,000.00	5.432%	47,875.00	102,875.00
12/01/2027	55,000.00	5.432%	44,887.50	99,887.50
12/01/2028	60,000.00	5.375%	41,900.00	101,900.00
12/01/2029	65,000.00	5.442%	38,675.00	103,675.00
12/01/2030	65,000.00	5.442%	35,137.50	100,137.50
12/01/2031	75,000.00	5.450%	31,600.00	106,600.00
12/01/2032	75,000.00	5.450%	27,512.50	102,512.50
12/01/2033	75,000.00	5.450%	23,425.00	98,425.00
12/01/2034	85,000.00	5.456%	19,337.50	104,337.50
12/01/2035	85,000.00	5.456%	14,700.00	99,700.00
12/01/2036	185,000.00	5.439%	10,062.50	195,062.50
Total	\$1,395,000.00	-	\$1,240,275.00	\$2,635,275.00

Yield Statistics

Bond Year Dollars	\$22,830.00
Average Life	16.366 Years
Average Coupon	5.4326544%
Net Interest Cost (NIC)	5.5548620%
True Interest Cost (TIC)	5.6291960%
Bond Yield for Arbitrage Purposes	5.4294931%
All Inclusive Cost (AIC)	7.6183253%

IRS Form 8038

Net Interest Cost	5.4326544%
Weighted Average Maturity	16.366 Years

\$620,000

City of Creve Coeur, Missouri

Olive/Graeser Road Transportation Development District

Series 2011 A - TID Revenue Bonds

Debt Service Schedule

Date	Principal	Coupon	Interest	Total P+I
12/01/2011	-	-	-	-
12/01/2012	10,000.00	6.250%	38,750.00	48,750.00
12/01/2013	10,000.00	6.250%	38,125.00	48,125.00
12/01/2014	10,000.00	6.250%	37,500.00	47,500.00
12/01/2015	10,000.00	6.250%	36,875.00	46,875.00
12/01/2016	10,000.00	6.250%	36,250.00	46,250.00
12/01/2017	15,000.00	6.250%	35,625.00	50,625.00
12/01/2018	15,000.00	6.250%	34,687.50	49,687.50
12/01/2019	15,000.00	6.250%	33,750.00	48,750.00
12/01/2020	15,000.00	6.250%	32,812.50	47,812.50
12/01/2021	20,000.00	6.250%	31,875.00	51,875.00
12/01/2022	20,000.00	6.250%	30,625.00	50,625.00
12/01/2023	20,000.00	6.250%	29,375.00	49,375.00
12/01/2024	20,000.00	6.250%	28,125.00	48,125.00
12/01/2025	25,000.00	6.250%	26,875.00	51,875.00
12/01/2026	25,000.00	6.250%	25,312.50	50,312.50
12/01/2027	25,000.00	6.250%	23,750.00	48,750.00
12/01/2028	25,000.00	6.250%	22,187.50	47,187.50
12/01/2029	30,000.00	6.250%	20,625.00	50,625.00
12/01/2030	30,000.00	6.250%	18,750.00	48,750.00
12/01/2031	35,000.00	6.250%	16,875.00	51,875.00
12/01/2032	35,000.00	6.250%	14,687.50	49,687.50
12/01/2033	35,000.00	6.250%	12,500.00	47,500.00
12/01/2034	40,000.00	6.250%	10,312.50	50,312.50
12/01/2035	40,000.00	6.250%	7,812.50	47,812.50
12/01/2036	85,000.00	6.250%	5,312.50	90,312.50
Total	\$620,000.00	-	\$649,375.00	\$1,269,375.00

Yield Statistics

Bond Year Dollars	\$10,390.00
Average Life	16.758 Years
Average Coupon	6.2500000%

Net Interest Cost (NIC)	6.3693455%
True Interest Cost (TIC)	6.4587693%
Bond Yield for Arbitrage Purposes	5.4294931%
All Inclusive Cost (AIC)	10.3442751%

IRS Form 8038

Net Interest Cost	6.2500000%
Weighted Average Maturity	16.758 Years

\$620,000

City of Creve Coeur, Missouri

Olive/Graeser Road Transportation Development District

Series 2011 A - TID Revenue Bonds

Revenue vs D/S

Date	Revenue	DSR	Total Revenues	Scheduled P+I	Admin Fee	D/S Fund	to Redemption	Net Cash Flow	Cash Balance
12/01/2011	-	-	-	-	-	-	-	-	-
12/01/2012	84,999.96	-	84,999.96	48,750.00	15,000.00	21,249.96	-	-	21,249.96
12/01/2013	85,849.92	-	85,849.92	48,125.00	15,450.00	22,274.92	-	-	43,524.88
12/01/2014	86,708.40	-	86,708.40	47,500.00	15,913.50	23,294.90	-	-	66,819.78
12/01/2015	87,575.52	-	87,575.52	46,875.00	16,390.91	24,309.61	-	-	91,129.39
12/01/2016	88,451.28	-	88,451.28	46,250.00	16,882.64	25,318.64	-	-	116,448.03
12/01/2017	89,335.80	-	89,335.80	50,625.00	17,389.12	21,321.68	-	-	137,769.71
12/01/2018	90,229.20	-	90,229.20	49,687.50	17,910.79	22,630.91	-	-	160,400.62
12/01/2019	91,131.48	-	91,131.48	48,750.00	18,448.11	23,933.37	-	-	184,333.99
12/01/2020	92,042.76	-	92,042.76	47,812.50	19,001.56	25,228.70	-	-	209,562.69
12/01/2021	92,963.16	-	92,963.16	51,875.00	19,571.60	21,516.56	-	-	231,079.25
12/01/2022	93,892.80	-	93,892.80	50,625.00	20,158.75	23,109.05	-	-	254,188.30
12/01/2023	94,831.80	-	94,831.80	49,375.00	20,763.51	24,693.29	-	-	278,881.59
12/01/2024	95,780.04	-	95,780.04	48,125.00	21,386.42	26,268.62	-	-	305,150.21
12/01/2025	96,737.88	-	96,737.88	51,875.00	22,028.01	22,834.87	-	-	327,985.08
12/01/2026	97,705.32	-	97,705.32	50,312.50	22,688.85	24,703.97	-	-	352,689.05
12/01/2027	98,682.36	-	98,682.36	48,750.00	23,369.52	26,562.84	-	-	379,251.89
12/01/2028	99,669.12	-	99,669.12	47,187.50	24,070.60	28,411.02	-	-	407,662.91
12/01/2029	100,665.84	-	100,665.84	50,625.00	24,792.72	25,248.12	-	-	432,911.03
12/01/2030	101,672.52	-	101,672.52	48,750.00	25,536.50	27,386.02	-	-	460,297.05
12/01/2031	102,689.16	-	102,689.16	51,875.00	26,302.60	24,511.56	-	-	484,808.61
12/01/2032	103,716.12	-	103,716.12	49,687.50	27,091.67	26,936.95	-	-	511,745.56
12/01/2033	104,753.28	-	104,753.28	47,500.00	27,904.42	29,348.86	-	-	541,094.42
12/01/2034	105,800.76	-	105,800.76	50,312.50	28,741.56	26,746.70	-	-	567,841.12
12/01/2035	106,858.80	-	106,858.80	47,812.50	29,603.80	29,442.50	-	-	597,283.62
12/01/2036	107,927.40	51,875.00	159,802.40	90,312.50	30,491.92	(597,283.62)	-	636,281.60	-
Total	\$2,400,670.68	\$51,875.00	\$2,452,545.68	\$1,269,375.00	\$546,889.08	-	-	\$636,281.60	-

\$620,000

City of Creve Coeur, Missouri

Olive/Graeser Road Transportation Development District

Series 2011 A - TID Revenue Bonds

Coverage Ratio

Date	Total Revenues	Total D/S	Coverage
12/01/2011	-	-	-
12/01/2012	84,999.96	63,750.00	1.3333327x
12/01/2013	85,849.92	63,575.00	1.3503723x
12/01/2014	86,708.40	63,413.50	1.3673492x
12/01/2015	87,575.52	63,265.91	1.3842450x
12/01/2016	88,451.28	63,132.64	1.4010388x
12/01/2017	89,335.80	68,014.12	1.3134890x
12/01/2018	90,229.20	67,598.29	1.3347852x
12/01/2019	91,131.48	67,198.11	1.3561614x
12/01/2020	92,042.76	66,814.06	1.3775957x
12/01/2021	92,963.16	71,446.60	1.3011558x
12/01/2022	93,892.80	70,783.75	1.3264739x
12/01/2023	94,831.80	70,138.51	1.3520647x
12/01/2024	95,780.04	69,511.42	1.3779037x
12/01/2025	96,737.88	73,903.01	1.3089843x
12/01/2026	97,705.32	73,001.35	1.3384043x
12/01/2027	98,682.36	72,119.52	1.3683169x
12/01/2028	99,669.12	71,258.10	1.3987058x
12/01/2029	100,665.84	75,417.72	1.3347770x
12/01/2030	101,672.52	74,286.50	1.3686541x
12/01/2031	102,689.16	78,177.60	1.3135369x
12/01/2032	103,716.12	76,779.17	1.3508367x
12/01/2033	104,753.28	75,404.42	1.3892194x
12/01/2034	105,800.76	79,054.06	1.3383343x
12/01/2035	106,858.80	77,416.30	1.3803140x
12/01/2036	159,802.40	120,804.42	1.3228191x
Total	\$2,452,545.68	\$1,816,264.08	-

\$620,000

City of Creve Coeur, Missouri

Olive/Graeser Road Transportation Development District

Series 2011 A - TID Revenue Bonds

Cash Flow Summary

Date	Revenue	DSR	Total Revenues	Scheduled P+I	Admin Fee	to Redemption	Net Cash Flow	Cash Balance
12/01/2011	-	-	-	-	-	-	-	-
12/01/2012	84,999.96	-	84,999.96	48,750.00	15,000.00	-	-	21,249.96
12/01/2013	85,849.92	-	85,849.92	48,125.00	15,450.00	-	-	43,524.88
12/01/2014	86,708.40	-	86,708.40	47,500.00	15,913.50	-	-	66,819.78
12/01/2015	87,575.52	-	87,575.52	46,875.00	16,390.91	-	-	91,129.39
12/01/2016	88,451.28	-	88,451.28	46,250.00	16,882.64	-	-	116,448.03
12/01/2017	89,335.80	-	89,335.80	50,625.00	17,389.12	-	-	137,769.71
12/01/2018	90,229.20	-	90,229.20	49,687.50	17,910.79	-	-	160,400.62
12/01/2019	91,131.48	-	91,131.48	48,750.00	18,448.11	-	-	184,333.99
12/01/2020	92,042.76	-	92,042.76	47,812.50	19,001.56	-	-	209,562.69
12/01/2021	92,963.16	-	92,963.16	51,875.00	19,571.60	-	-	231,079.25
12/01/2022	93,892.80	-	93,892.80	50,625.00	20,158.75	-	-	254,188.30
12/01/2023	94,831.80	-	94,831.80	49,375.00	20,763.51	-	-	278,881.59
12/01/2024	95,780.04	-	95,780.04	48,125.00	21,386.42	-	-	305,150.21
12/01/2025	96,737.88	-	96,737.88	51,875.00	22,028.01	-	-	327,985.08
12/01/2026	97,705.32	-	97,705.32	50,312.50	22,688.85	-	-	352,689.05
12/01/2027	98,682.36	-	98,682.36	48,750.00	23,369.52	-	-	379,251.89
12/01/2028	99,669.12	-	99,669.12	47,187.50	24,070.60	-	-	407,662.91
12/01/2029	100,665.84	-	100,665.84	50,625.00	24,792.72	-	-	432,911.03
12/01/2030	101,672.52	-	101,672.52	48,750.00	25,536.50	-	-	460,297.05
12/01/2031	102,689.16	-	102,689.16	51,875.00	26,302.60	-	-	484,808.61
12/01/2032	103,716.12	-	103,716.12	49,687.50	27,091.67	-	-	511,745.56
12/01/2033	104,753.28	-	104,753.28	47,500.00	27,904.42	-	-	541,094.42
12/01/2034	105,800.76	-	105,800.76	50,312.50	28,741.56	-	-	567,841.12
12/01/2035	106,858.80	-	106,858.80	47,812.50	29,603.80	-	-	597,283.62
12/01/2036	107,927.40	51,875.00	159,802.40	90,312.50	30,491.92	-	636,281.60	-
Total	\$2,400,670.68	\$51,875.00	\$2,452,545.68	\$1,269,375.00	\$546,889.08	-	\$636,281.60	-

\$775,000

City of Creve Coeur, Missouri

Olive/Graeser Road Transportation Development District

Series 2011 B - City Appropriation Bonds

Debt Service Schedule

Date	Principal	Coupon	Interest	Total P+I
12/01/2011	-	-	-	-
12/01/2012	15,000.00	4.750%	36,812.50	51,812.50
12/01/2013	15,000.00	4.750%	36,100.00	51,100.00
12/01/2014	15,000.00	4.750%	35,387.50	50,387.50
12/01/2015	20,000.00	4.750%	34,675.00	54,675.00
12/01/2016	20,000.00	4.750%	33,725.00	53,725.00
12/01/2017	20,000.00	4.750%	32,775.00	52,775.00
12/01/2018	20,000.00	4.750%	31,825.00	51,825.00
12/01/2019	20,000.00	4.750%	30,875.00	50,875.00
12/01/2020	25,000.00	4.750%	29,925.00	54,925.00
12/01/2021	25,000.00	4.750%	28,737.50	53,737.50
12/01/2022	25,000.00	4.750%	27,550.00	52,550.00
12/01/2023	25,000.00	4.750%	26,362.50	51,362.50
12/01/2024	25,000.00	4.750%	25,175.00	50,175.00
12/01/2025	30,000.00	4.750%	23,987.50	53,987.50
12/01/2026	30,000.00	4.750%	22,562.50	52,562.50
12/01/2027	30,000.00	4.750%	21,137.50	51,137.50
12/01/2028	35,000.00	4.750%	19,712.50	54,712.50
12/01/2029	35,000.00	4.750%	18,050.00	53,050.00
12/01/2030	35,000.00	4.750%	16,387.50	51,387.50
12/01/2031	40,000.00	4.750%	14,725.00	54,725.00
12/01/2032	40,000.00	4.750%	12,825.00	52,825.00
12/01/2033	40,000.00	4.750%	10,925.00	50,925.00
12/01/2034	45,000.00	4.750%	9,025.00	54,025.00
12/01/2035	45,000.00	4.750%	6,887.50	51,887.50
12/01/2036	100,000.00	4.750%	4,750.00	104,750.00
Total	\$775,000.00	-	\$590,900.00	\$1,365,900.00

Yield Statistics

Bond Year Dollars	\$12,440.00
Average Life	16.052 Years
Average Coupon	4.7500000%
Net Interest Cost (NIC)	4.8745981%
True Interest Cost (TIC)	4.9424675%
Bond Yield for Arbitrage Purposes	5.4294931%
All Inclusive Cost (AIC)	5.1084959%

IRS Form 8038

Net Interest Cost	4.7500000%
Weighted Average Maturity	16.052 Years

\$775,000

City of Creve Coeur, Missouri

Olive/Graeser Road Transportation Development District

Series 2011 B - City Appropriation Bonds

Revenue vs D/S

Date	Revenue	DSR	Total Revenues	Scheduled P+I	D/S Fund	to Redemption	Net Cash Flow	Cash Balance
12/01/2011	-	-	-	-	-	-	-	-
12/01/2012	55,000.00	-	55,000.00	51,812.50	3,187.50	-	-	3,187.50
12/01/2013	55,000.00	-	55,000.00	51,100.00	3,900.00	-	-	7,087.50
12/01/2014	55,000.00	-	55,000.00	50,387.50	4,612.50	-	-	11,700.00
12/01/2015	55,000.00	-	55,000.00	54,675.00	325.00	-	-	12,025.00
12/01/2016	55,000.00	-	55,000.00	53,725.00	1,275.00	-	-	13,300.00
12/01/2017	55,000.00	-	55,000.00	52,775.00	2,225.00	-	-	15,525.00
12/01/2018	55,000.00	-	55,000.00	51,825.00	3,175.00	-	-	18,700.00
12/01/2019	55,000.00	-	55,000.00	50,875.00	4,125.00	-	-	22,825.00
12/01/2020	55,000.00	-	55,000.00	54,925.00	75.00	-	-	22,900.00
12/01/2021	55,000.00	-	55,000.00	53,737.50	1,262.50	-	-	24,162.50
12/01/2022	55,000.00	-	55,000.00	52,550.00	2,450.00	-	-	26,612.50
12/01/2023	55,000.00	-	55,000.00	51,362.50	3,637.50	-	-	30,250.00
12/01/2024	55,000.00	-	55,000.00	50,175.00	4,825.00	-	-	35,075.00
12/01/2025	55,000.00	-	55,000.00	53,987.50	1,012.50	-	-	36,087.50
12/01/2026	55,000.00	-	55,000.00	52,562.50	2,437.50	-	-	38,525.00
12/01/2027	55,000.00	-	55,000.00	51,137.50	3,862.50	-	-	42,387.50
12/01/2028	55,000.00	-	55,000.00	54,712.50	287.50	-	-	42,675.00
12/01/2029	55,000.00	-	55,000.00	53,050.00	1,950.00	-	-	44,625.00
12/01/2030	55,000.00	-	55,000.00	51,387.50	3,612.50	-	-	48,237.50
12/01/2031	55,000.00	-	55,000.00	54,725.00	275.00	-	-	48,512.50
12/01/2032	55,000.00	-	55,000.00	52,825.00	2,175.00	-	-	50,687.50
12/01/2033	55,000.00	-	55,000.00	50,925.00	4,075.00	-	-	54,762.50
12/01/2034	55,000.00	-	55,000.00	54,025.00	975.00	-	-	55,737.50
12/01/2035	55,000.00	-	55,000.00	51,887.50	3,112.50	-	-	58,850.00
12/01/2036	55,000.00	54,925.00	109,925.00	104,750.00	(58,850.00)	-	64,025.00	-
Total	\$1,375,000.00	\$54,925.00	\$1,429,925.00	\$1,365,900.00	-	-	\$64,025.00	-

\$775,000

City of Creve Coeur, Missouri

Olive/Graeser Road Transportation Development District

Series 2011 B - City Appropriation Bonds

Coverage Ratio

Date	Total Revenues	Total D/S	Coverage
12/01/2011	-	-	-
12/01/2012	55,000.00	51,812.50	1.0615199x
12/01/2013	55,000.00	51,100.00	1.0763209x
12/01/2014	55,000.00	50,387.50	1.0915406x
12/01/2015	55,000.00	54,675.00	1.0059442x
12/01/2016	55,000.00	53,725.00	1.0237320x
12/01/2017	55,000.00	52,775.00	1.0421601x
12/01/2018	55,000.00	51,825.00	1.0612639x
12/01/2019	55,000.00	50,875.00	1.0810811x
12/01/2020	55,000.00	54,925.00	1.0013655x
12/01/2021	55,000.00	53,737.50	1.0234938x
12/01/2022	55,000.00	52,550.00	1.0466223x
12/01/2023	55,000.00	51,362.50	1.0708202x
12/01/2024	55,000.00	50,175.00	1.0961634x
12/01/2025	55,000.00	53,987.50	1.0187543x
12/01/2026	55,000.00	52,562.50	1.0463734x
12/01/2027	55,000.00	51,137.50	1.0755317x
12/01/2028	55,000.00	54,712.50	1.0052547x
12/01/2029	55,000.00	53,050.00	1.0367578x
12/01/2030	55,000.00	51,387.50	1.0702992x
12/01/2031	55,000.00	54,725.00	1.0050251x
12/01/2032	55,000.00	52,825.00	1.0411737x
12/01/2033	55,000.00	50,925.00	1.0800196x
12/01/2034	55,000.00	54,025.00	1.0180472x
12/01/2035	55,000.00	51,887.50	1.0599855x
12/01/2036	109,925.00	104,750.00	1.0494033x
Total	\$1,429,925.00	\$1,365,900.00	-

\$775,000

City of Creve Coeur, Missouri

Olive/Graeser Road Transportation Development District

Series 2011 B - City Appropriation Bonds

Cash Flow Summary

Date	Revenue	DSR	Total Revenues	Scheduled P+I	to Redemption	Net Cash Flow	Cash Balance
12/01/2011	-	-	-	-	-	-	-
12/01/2012	55,000.00	-	55,000.00	51,812.50	-	-	3,187.50
12/01/2013	55,000.00	-	55,000.00	51,100.00	-	-	7,087.50
12/01/2014	55,000.00	-	55,000.00	50,387.50	-	-	11,700.00
12/01/2015	55,000.00	-	55,000.00	54,675.00	-	-	12,025.00
12/01/2016	55,000.00	-	55,000.00	53,725.00	-	-	13,300.00
12/01/2017	55,000.00	-	55,000.00	52,775.00	-	-	15,525.00
12/01/2018	55,000.00	-	55,000.00	51,825.00	-	-	18,700.00
12/01/2019	55,000.00	-	55,000.00	50,875.00	-	-	22,825.00
12/01/2020	55,000.00	-	55,000.00	54,925.00	-	-	22,900.00
12/01/2021	55,000.00	-	55,000.00	53,737.50	-	-	24,162.50
12/01/2022	55,000.00	-	55,000.00	52,550.00	-	-	26,612.50
12/01/2023	55,000.00	-	55,000.00	51,362.50	-	-	30,250.00
12/01/2024	55,000.00	-	55,000.00	50,175.00	-	-	35,075.00
12/01/2025	55,000.00	-	55,000.00	53,987.50	-	-	36,087.50
12/01/2026	55,000.00	-	55,000.00	52,562.50	-	-	38,525.00
12/01/2027	55,000.00	-	55,000.00	51,137.50	-	-	42,387.50
12/01/2028	55,000.00	-	55,000.00	54,712.50	-	-	42,675.00
12/01/2029	55,000.00	-	55,000.00	53,050.00	-	-	44,625.00
12/01/2030	55,000.00	-	55,000.00	51,387.50	-	-	48,237.50
12/01/2031	55,000.00	-	55,000.00	54,725.00	-	-	48,512.50
12/01/2032	55,000.00	-	55,000.00	52,825.00	-	-	50,687.50
12/01/2033	55,000.00	-	55,000.00	50,925.00	-	-	54,762.50
12/01/2034	55,000.00	-	55,000.00	54,025.00	-	-	55,737.50
12/01/2035	55,000.00	-	55,000.00	51,887.50	-	-	58,850.00
12/01/2036	55,000.00	54,925.00	109,925.00	104,750.00	-	64,025.00	-
Total	\$1,375,000.00	\$54,925.00	\$1,429,925.00	\$1,365,900.00	-	\$64,025.00	-

\$1,395,000

City of Creve Coeur, Missouri

Olive/Graeser Road Transportation Development District

Series 2011 Issue Summary

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\$620,000

City of Creve Coeur, Missouri

Olive/Graeser Road Transportation Development District

Series 2011 A - TID Revenue Bonds

Debt Service Schedule

Date	Principal	Coupon	Interest	Total P+I
12/01/2011	-	-	-	-
06/01/2012	20,000.00	-	19,375.00	39,375.00
12/01/2012	10,000.00	-	18,750.00	28,750.00
06/01/2013	25,000.00	-	18,437.50	43,437.50
12/01/2013	10,000.00	-	17,656.25	27,656.25
06/01/2014	25,000.00	-	17,343.75	42,343.75
12/01/2014	10,000.00	-	16,562.50	26,562.50
06/01/2015	30,000.00	-	16,250.00	46,250.00
12/01/2015	10,000.00	-	15,312.50	25,312.50
06/01/2016	30,000.00	-	15,000.00	45,000.00
12/01/2016	15,000.00	-	14,062.50	29,062.50
06/01/2017	30,000.00	-	13,593.75	43,593.75
12/01/2017	15,000.00	-	12,656.25	27,656.25
06/01/2018	30,000.00	-	12,187.50	42,187.50
12/01/2018	15,000.00	-	11,250.00	26,250.00
06/01/2019	35,000.00	-	10,781.25	45,781.25
12/01/2019	20,000.00	-	9,687.50	29,687.50
06/01/2020	35,000.00	-	9,062.50	44,062.50
12/01/2020	20,000.00	-	7,968.75	27,968.75
06/01/2021	40,000.00	-	7,343.75	47,343.75
12/01/2021	20,000.00	-	6,093.75	26,093.75
06/01/2022	40,000.00	-	5,468.75	45,468.75
12/01/2022	25,000.00	-	4,218.75	29,218.75
06/01/2023	45,000.00	-	3,437.50	48,437.50
12/01/2023	65,000.00	-	2,031.25	67,031.25
Total	\$620,000.00	-	\$284,531.25	\$904,531.25

Yield Statistics

Bond Year Dollars	\$4,552.50
Average Life	7.343 Years
Average Coupon	6.2500000%
Net Interest Cost (NIC)	6.5223778%
True Interest Cost (TIC)	6.6143075%
Bond Yield for Arbitrage Purposes	5.2207816%
All Inclusive Cost (AIC)	10.8530934%

IRS Form 8038

Net Interest Cost	6.2500000%
Weighted Average Maturity	7.343 Years

\$620,000

City of Creve Coeur, Missouri

Olive/Graeser Road Transportation Development District

Series 2011 A - TID Revenue Bonds

Revenue vs D/S

Part 1 of 2

Date	Revenue	DSR	Total Revenues	Scheduled P+I	Admin Fee	D/S Fund	to Redemption	Bonds Called	Net Cash Flow	Cash Balance
12/01/2011	-	-	-	-	-	-	-	-	-	-
06/01/2012	42,499.98	-	42,499.98	19,375.00	-	(20,000.00)	23,124.98	20,000.00	-	(20,000.00)
12/01/2012	42,499.98	-	42,499.98	18,750.00	15,000.00	(13,124.98)	11,874.96	10,000.00	-	(33,124.98)
06/01/2013	42,924.96	-	42,924.96	18,437.50	-	(26,874.96)	26,362.42	25,000.00	-	(59,999.94)
12/01/2013	42,924.96	-	42,924.96	17,656.25	15,450.00	(11,362.42)	11,181.13	10,000.00	-	(71,362.36)
06/01/2014	43,354.20	-	43,354.20	17,343.75	-	(26,181.13)	27,191.58	25,000.00	-	(97,543.49)
12/01/2014	43,354.20	-	43,354.20	16,562.50	15,913.50	(12,191.58)	13,069.78	10,000.00	-	(109,735.07)
06/01/2015	43,787.76	-	43,787.76	16,250.00	-	(33,069.78)	30,607.54	30,000.00	-	(142,804.85)
12/01/2015	43,787.76	-	43,787.76	15,312.50	16,390.91	(10,607.54)	12,691.89	10,000.00	-	(153,412.39)
06/01/2016	44,225.64	-	44,225.64	15,000.00	-	(32,691.89)	31,917.53	30,000.00	-	(186,104.28)
12/01/2016	44,225.64	-	44,225.64	14,062.50	16,882.64	(16,917.53)	15,198.03	15,000.00	-	(203,021.81)
06/01/2017	44,667.90	-	44,667.90	13,593.75	-	(30,198.03)	31,272.18	30,000.00	-	(233,219.84)
12/01/2017	44,667.90	-	44,667.90	12,656.25	17,389.12	(16,272.18)	15,894.71	15,000.00	-	(249,492.02)
06/01/2018	45,114.60	-	45,114.60	12,187.50	-	(30,894.71)	33,821.81	30,000.00	-	(280,386.73)
12/01/2018	45,114.60	-	45,114.60	11,250.00	17,910.79	(18,821.81)	19,775.62	15,000.00	-	(299,208.54)
06/01/2019	45,565.74	-	45,565.74	10,781.25	-	(39,775.62)	39,560.11	35,000.00	-	(338,984.16)
12/01/2019	45,565.74	-	45,565.74	9,687.50	18,448.11	(24,560.11)	21,990.24	20,000.00	-	(363,544.27)
06/01/2020	46,021.38	-	46,021.38	9,062.50	-	(36,990.24)	38,949.12	35,000.00	-	(400,534.51)
12/01/2020	46,021.38	-	46,021.38	7,968.75	19,001.56	(23,949.12)	23,000.19	20,000.00	-	(424,483.63)
06/01/2021	46,481.58	-	46,481.58	7,343.75	-	(43,000.19)	42,138.02	40,000.00	-	(467,483.82)
12/01/2021	46,481.58	-	46,481.58	6,093.75	19,571.60	(22,138.02)	22,954.25	20,000.00	-	(489,621.84)
06/01/2022	46,946.40	-	46,946.40	5,468.75	-	(42,954.25)	44,431.90	40,000.00	-	(532,576.09)
12/01/2022	46,946.40	-	46,946.40	4,218.75	20,158.75	(29,431.90)	27,000.80	25,000.00	-	(562,007.99)
06/01/2023	47,415.90	-	47,415.90	3,437.50	-	(47,000.80)	45,979.20	45,000.00	-	(609,008.79)
12/01/2023	47,415.90	51,875.00	99,290.90	2,031.25	20,763.51	609,008.79	77,475.34	65,000.00	(674,987.99)	-
06/01/2024	47,890.02	-	47,890.02	-	-	-	-	-	47,890.02	-
12/01/2024	47,890.02	-	47,890.02	-	-	-	-	-	47,890.02	-

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Stern Brothers & Co.

Investment Banking Since 1917

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\$620,000

City of Creve Coeur, Missouri

Olive/Graeser Road Transportation Development District

Series 2011 A - TID Revenue Bonds

Revenue vs D/S

Part 2 of 2

Date	Revenue	DSR	Total Revenues	Scheduled P+I	Admin Fee	D/S Fund	to Redemption	Bonds Called	Net Cash Flow	Cash Balance
06/01/2025	48,368.94	-	48,368.94	-	-	-	-	-	48,368.94	-
12/01/2025	48,368.94	-	48,368.94	-	-	-	-	-	48,368.94	-
06/01/2026	48,852.66	-	48,852.66	-	-	-	-	-	48,852.66	-
12/01/2026	48,852.66	-	48,852.66	-	-	-	-	-	48,852.66	-
06/01/2027	49,341.18	-	49,341.18	-	-	-	-	-	49,341.18	-
12/01/2027	49,341.18	-	49,341.18	-	-	-	-	-	49,341.18	-
06/01/2028	49,834.56	-	49,834.56	-	-	-	-	-	49,834.56	-
12/01/2028	49,834.56	-	49,834.56	-	-	-	-	-	49,834.56	-
06/01/2029	50,332.92	-	50,332.92	-	-	-	-	-	50,332.92	-
12/01/2029	50,332.92	-	50,332.92	-	-	-	-	-	50,332.92	-
06/01/2030	50,836.26	-	50,836.26	-	-	-	-	-	50,836.26	-
12/01/2030	50,836.26	-	50,836.26	-	-	-	-	-	50,836.26	-
06/01/2031	51,344.58	-	51,344.58	-	-	-	-	-	51,344.58	-
12/01/2031	51,344.58	-	51,344.58	-	-	-	-	-	51,344.58	-
06/01/2032	51,858.06	-	51,858.06	-	-	-	-	-	51,858.06	-
12/01/2032	51,858.06	-	51,858.06	-	-	-	-	-	51,858.06	-
06/01/2033	52,376.64	-	52,376.64	-	-	-	-	-	52,376.64	-
12/01/2033	52,376.64	-	52,376.64	-	-	-	-	-	52,376.64	-
06/01/2034	52,900.38	-	52,900.38	-	-	-	-	-	52,900.38	-
12/01/2034	52,900.38	-	52,900.38	-	-	-	-	-	52,900.38	-
06/01/2035	53,429.40	-	53,429.40	-	-	-	-	-	53,429.40	-
12/01/2035	53,429.40	-	53,429.40	-	-	-	-	-	53,429.40	-
06/01/2036	53,963.70	-	53,963.70	-	-	-	-	-	53,963.70	-
12/01/2036	53,963.70	-	53,963.70	-	-	-	-	-	53,963.70	-
Total	\$2,400,670.68	\$51,875.00	\$2,452,545.68	\$284,531.25	\$212,880.49	-	-	\$620,000.00	\$647,670.61	-

\$775,000

City of Creve Coeur, Missouri

Olive/Graeser Road Transportation Development District

Series 2011 B - City Appropriation Bonds

Debt Service Schedule

Part 1 of 2

Date	Principal	Coupon	Interest	Total P+I
12/01/2011	-	-	-	-
06/01/2012	-	-	18,406.25	18,406.25
12/01/2012	15,000.00	-	18,406.25	33,406.25
06/01/2013	-	-	18,050.00	18,050.00
12/01/2013	15,000.00	-	18,050.00	33,050.00
06/01/2014	-	-	17,693.75	17,693.75
12/01/2014	15,000.00	-	17,693.75	32,693.75
06/01/2015	-	-	17,337.50	17,337.50
12/01/2015	20,000.00	-	17,337.50	37,337.50
06/01/2016	-	-	16,862.50	16,862.50
12/01/2016	20,000.00	-	16,862.50	36,862.50
06/01/2017	-	-	16,387.50	16,387.50
12/01/2017	20,000.00	-	16,387.50	36,387.50
06/01/2018	-	-	15,912.50	15,912.50
12/01/2018	20,000.00	-	15,912.50	35,912.50
06/01/2019	-	-	15,437.50	15,437.50
12/01/2019	20,000.00	-	15,437.50	35,437.50
06/01/2020	-	-	14,962.50	14,962.50
12/01/2020	25,000.00	-	14,962.50	39,962.50
06/01/2021	-	-	14,368.75	14,368.75
12/01/2021	25,000.00	-	14,368.75	39,368.75
06/01/2022	-	-	13,775.00	13,775.00
12/01/2022	25,000.00	-	13,775.00	38,775.00
06/01/2023	-	-	13,181.25	13,181.25
12/01/2023	65,000.00	-	13,181.25	78,181.25
06/01/2024	90,000.00	-	11,637.50	101,637.50
12/01/2024	40,000.00	-	9,500.00	49,500.00
06/01/2025	95,000.00	-	8,550.00	103,550.00
12/01/2025	40,000.00	-	6,293.75	46,293.75
06/01/2026	100,000.00	-	5,343.75	105,343.75
12/01/2026	45,000.00	-	2,968.75	47,968.75
06/01/2027	80,000.00	-	1,900.00	81,900.00
Total	\$775,000.00	-	\$430,943.75	\$1,205,943.75

\$775,000

City of Creve Coeur, Missouri

Olive/Graeser Road Transportation Development District

Series 2011 B - City Appropriation Bonds

Debt Service Schedule

Part 2 of 2

Yield Statistics

Bond Year Dollars	\$9,072.50
Average Life	11.706 Years
Average Coupon	4.7500000%
Net Interest Cost (NIC)	4.9208460%
True Interest Cost (TIC)	4.9832165%
Bond Yield for Arbitrage Purposes	5.2207816%
All Inclusive Cost (AIC)	5.1838173%

IRS Form 8038

Net Interest Cost	4.7500000%
Weighted Average Maturity	11.706 Years

\$775,000

City of Creve Coeur, Missouri
Olive/Graeser Road Transportation Development District
Series 2011 B - City Appropriation Bonds

Revenue vs D/S

Part 1 of 2

Date	Revenue	DSR	Total Revenues	Scheduled P+I	to Redemption	Bonds Called	Net Cash Flow	Cash Balance
12/01/2011	-	-	-	-	-	-	-	-
06/01/2012	55,000.00	-	55,000.00	18,406.25	36,593.75	-	-	36,593.75
12/01/2012	-	-	-	33,406.25	3,187.50	-	-	3,187.50
06/01/2013	55,000.00	-	55,000.00	18,050.00	40,137.50	-	-	40,137.50
12/01/2013	-	-	-	33,050.00	7,087.50	-	-	7,087.50
06/01/2014	55,000.00	-	55,000.00	17,693.75	44,393.75	-	-	44,393.75
12/01/2014	-	-	-	32,693.75	11,700.00	-	-	11,700.00
06/01/2015	55,000.00	-	55,000.00	17,337.50	49,362.50	-	-	49,362.50
12/01/2015	-	-	-	37,337.50	12,025.00	-	-	12,025.00
06/01/2016	55,000.00	-	55,000.00	16,862.50	50,162.50	-	-	50,162.50
12/01/2016	-	-	-	36,862.50	13,300.00	-	-	13,300.00
06/01/2017	55,000.00	-	55,000.00	16,387.50	51,912.50	-	-	51,912.50
12/01/2017	-	-	-	36,387.50	15,525.00	-	-	15,525.00
06/01/2018	55,000.00	-	55,000.00	15,912.50	54,612.50	-	-	54,612.50
12/01/2018	-	-	-	35,912.50	18,700.00	-	-	18,700.00
06/01/2019	55,000.00	-	55,000.00	15,437.50	58,262.50	-	-	58,262.50
12/01/2019	-	-	-	35,437.50	22,825.00	-	-	22,825.00
06/01/2020	55,000.00	-	55,000.00	14,962.50	62,862.50	-	-	62,862.50
12/01/2020	-	-	-	39,962.50	22,900.00	-	-	22,900.00
06/01/2021	55,000.00	-	55,000.00	14,368.75	63,531.25	-	-	63,531.25
12/01/2021	-	-	-	39,368.75	24,162.50	-	-	24,162.50
06/01/2022	55,000.00	-	55,000.00	13,775.00	65,387.50	-	-	65,387.50
12/01/2022	-	-	-	38,775.00	26,612.50	-	-	26,612.50
06/01/2023	55,000.00	-	55,000.00	13,181.25	68,431.25	-	-	68,431.25
12/01/2023	12,475.34	-	12,475.34	38,181.25	42,725.34	40,000.00	-	2,725.34
06/01/2024	102,890.02	-	102,890.02	11,637.50	93,977.86	90,000.00	-	3,977.86
12/01/2024	47,890.02	-	47,890.02	9,500.00	42,367.88	40,000.00	-	2,367.88
06/01/2025	103,368.94	-	103,368.94	8,550.00	97,186.82	95,000.00	-	2,186.82
12/01/2025	48,368.94	-	48,368.94	6,293.75	44,262.01	40,000.00	-	4,262.01
06/01/2026	103,852.66	-	103,852.66	5,343.75	102,770.92	100,000.00	-	2,770.92
12/01/2026	48,852.66	-	48,852.66	2,968.75	48,654.83	45,000.00	-	3,654.83
06/01/2027	104,341.18	54,925.00	159,266.18	1,900.00	161,021.01	80,000.00	81,021.01	-
12/01/2027	49,341.18	-	49,341.18	-	-	-	49,341.18	-
06/01/2028	104,834.56	-	104,834.56	-	-	-	104,834.56	-
12/01/2028	49,834.56	-	49,834.56	-	-	-	49,834.56	-
06/01/2029	105,332.92	-	105,332.92	-	-	-	105,332.92	-
12/01/2029	50,332.92	-	50,332.92	-	-	-	50,332.92	-
06/01/2030	105,836.26	-	105,836.26	-	-	-	105,836.26	-
12/01/2030	50,836.26	-	50,836.26	-	-	-	50,836.26	-
06/01/2031	106,344.58	-	106,344.58	-	-	-	106,344.58	-
12/01/2031	51,344.58	-	51,344.58	-	-	-	51,344.58	-
06/01/2032	106,858.06	-	106,858.06	-	-	-	106,858.06	-
12/01/2032	51,858.06	-	51,858.06	-	-	-	51,858.06	-

\$775,000

City of Creve Coeur, Missouri

Olive/Graeser Road Transportation Development District

Series 2011 B - City Appropriation Bonds

Revenue vs D/S

Part 2 of 2

Date	Revenue	DSR	Total Revenues	Scheduled P+I	to Redemption	Bonds Called	Net Cash Flow	Cash Balance
06/01/2033	107,376.64	-	107,376.64	-	-	-	107,376.64	-
12/01/2033	52,376.64	-	52,376.64	-	-	-	52,376.64	-
06/01/2034	107,900.38	-	107,900.38	-	-	-	107,900.38	-
12/01/2034	52,900.38	-	52,900.38	-	-	-	52,900.38	-
06/01/2035	108,429.40	-	108,429.40	-	-	-	108,429.40	-
12/01/2035	53,429.40	-	53,429.40	-	-	-	53,429.40	-
06/01/2036	108,963.70	-	108,963.70	-	-	-	108,963.70	-
12/01/2036	53,963.70	-	53,963.70	-	-	-	53,963.70	-
Total	\$2,710,133.94	\$54,925.00	\$2,765,058.94	\$675,943.75	-	\$530,000.00	\$1,559,115.19	-



**MINUTES OF A MEETING
OF THE NOMINATING COMMITTEE
NOVEMBER 29, 2011
9:00 A.M.**

A meeting of the Climate Action Task Force and Art Commission Nominating Committees was held on Tuesday, November 29, 2011 starting at 9:03 a.m. at the Creve Coeur Government Center, 300 N. New Ballas Road.

Mayor Dielmann called the meeting to order to consider appointments of the vacancy on the Climate Action Task Force and six (6) positions for the Arts Commission pursuant to the requirements of Section 4.4 (i) of the Creve Coeur City Charter.

Climate Action Task Force Committee

The Nominating Committee consisted of:

Harold L. Dielmann, Mayor
Tara Nealey, Council President
Kathleen Engel, Chair of the CATF

The following resumes/letters of interest were received by the City Clerk:

- Michelle Vesth

Kathleen Engle stated lately it has been a challenge to get a quorum and feels that Michelle Vesth has the time to be able to invest in this Task Force to get some things accomplished. Ms. Vesth has a marketing background and the Task Force is looking into advertising more about what they are doing and she could really help get those ideas across to the public.

Kathleen Engle, Chair moved, seconded by Mayor Dielmann to recommend Michelle Vesth to be appointed to the Climate Action Task Force for a term of three years which expires June 30, 2014, with the vote upon such motion being as follows, to-wit:

Mayor Dielmann – Aye
Council President Nealey – Aye
CATF Chair, Kathleen Engle - Aye

The vote on the motion being 3 Ayes and 0 Nays, the nomination recommended was approved.

Arts Commission

The Nominating Committee consisted of:

Harold L. Dielmann, Mayor
Tara Nealey, Council President
Dan Tierney, Chair of the Arts Commission

The following resumes/letters of interest were received by the City Clerk:

- Joe O'Neil
- Jeremy Gogel
- Linda Edwards
- Kenneth Balk
- Dave Derington
- Humayun Somjee
- Dianne Joyce
- Gina Casalone
- Njideka Ezenwa-Eke
- Judy Pass



NOMINATING COMMITTEE
NOVEMBER 29, 2010
9:00 A.M.

- Jessica Witte
- Dionna Raedeke (recommended by Anne Lewisites – but no information sent to City Clerk)
- Bernard Colton
- Marci Bluestone

Dan Tierney stated he has just begun to review the applications as he only received them late yesterday. Humayun Somjee has an interesting and extensive planning background and understands the process. Ken Balk is an architect and has been a long standing contributor to the community and an extensive background in fine arts. There are 14 qualified applicants and only six (6) spots vacant to fill. Dan Tierney stated Linda Edwards is a possible candidate, Jeremy Gogel is a new lawyer but has more of a finance background, Dave Derington is an interesting candidate but would like to have an opportunity to speak with him, Joe O'Neil has more of a finance background, Bernard Colton is another architect and long time resident. Dan Tierney stated he doesn't have enough information on Marci Bluestone to make a decision, Linda Edwards is a good candidate and has expressed an interest in getting on board at the Public Art Task Force meetings. Dianne Joyce is more into theatrical art, but that is interesting because the Master Art Plan touches on expanding into other forms of art.

Tara Nealey stated Dianne Joyce is an interesting candidate.

Dan Tierney stated Judy Pass has served on the Public Art Task Force and she has the political knowledge on how to get things through the process. Jessica Witte also served on the Public Art Task Force and is an artist by profession.

Tara Nealey stated Judy Pass and Jessica Witte should definitely have a say on how the Master Art Plan is carried out as they have been committed to the plan since the beginning.

Dan Tierney stated Gina Casalone is very interested and has been for a while. Njideka Ezenwa-Eke has went through the CAT program which Mr. Tierney stated he created and Mr. Ezenwa-Eke currently works and teaches in the arts. Dan Tierney stated he received an e-mail from Council Member Rhoades telling him about Mary Robbins. She is an interesting candidate as she has been involved in Tappmeyer Homestead and has some ideas on how that space can be utilized more for perhaps a young art program.

City Clerk suggested the Nominating Committee members narrow down from 14 applicants and have another meeting to have a final decision.

Dan Tierney asked what spots are available.

City Clerk stated there are two – three years terms, two – two year terms and two – one year terms.

Dan Tierney stated he has a good idea on where he would like people but would like to have more time to contact some of the candidates to narrow down the selection. Suggested as follows:

- Judy Pass – three year term
- Jessica Witte – three year term
- Humayun Somjee – two year term
- Linda Edwards/Ken Balk – two year term
- Dr. Dianne Joyce/Dave Derington – one year term
- Gina Gasalone/Njideka Ezenwa-Eke – one year term



NOMINATING COMMITTEE
NOVEMBER 29, 2010
9:00 A.M.

City Clerk reports that the Nominating Committee decided to meet again on Monday, December 5, 2011 at 8:30 a.m. to discuss candidates after Chair Dan Tierney has had an opportunity to speak with the candidates.

Attest:

Deborah Ryan
City Clerk

Harold Dielmann
Mayor



**MINUTES OF A MEETING
OF THE NOMINATING COMMITTEE
DECEMBER 5, 2011
8:30 A.M.**

A meeting of the Climate Action Task Force and Art Commission Nominating Committees was held on Tuesday, November 29, 2011 starting at 8:41 a.m. at the Creve Coeur Government Center, 300 N. New Ballas Road.

Council President Nealey called the meeting to order to consider appointments of the six (6) positions for the Arts Commission pursuant to the requirements of Section 4.4 (i) of the Creve Coeur City Charter.

Arts Commission

The Nominating Committee consisted of:

Harold L. Dielmann, Mayor (participated in the discussion by phone)
Tara Nealey, Council President
Dan Tierney, Chair of the Arts Commission

Dan Tierney stated he has spoken with several applicants via the phone over the past week. Njideka Ezenwa-Eke is not a City resident but wants to be involved. Dan Tierney stated he would like to keep her in mind for their selection subcommittee in the future. Diane Joyce is more into the creative aspect and not the process. She is creative and enthusiastic and will like to bring her in after the process is complete. Until we get everything written we will need people for the actual process for the first year or so. Humayun Somjee is a wonderful candidate and is very excited about the possibilities. Dan Tierney stated he was very impressed ~~with from~~ their lengthy conversation and his background and abilities. Gina Casalone is very excited and is a definite as she has an impressive arts background. Dan Tierney stated he didn't speak with Ken Balk personally but was recommended by several people in the community. Dan Tierney stated he doesn't have anything against David Derington but he has a very busy schedule and will keep him in mind if another opening becomes available down the road as he is very creative.

Council Member Nealey stated she would like to keep these people active and in the process so they don't feel they have applied for nothing. Their input is important even though they ~~are not member of the committee can't vote~~. She would like to keep them all active for the subcommittees when they are formed.

City Clerk indicated that all of these meetings are public meetings and all of these candidates could receive the agendas for the meetings when they become available and invite them to participate in the public meetings.

Dan Tierney stated he would like to keep the ~~m~~ active so that they will be available when the subcommittees ~~created are involved~~ and would like to write letters to those that are not chosen and let them know there were more candidates than positions and to keep applying.

Dan Tierney moved, seconded by Council Member Nealey to approve Ken Balk and Gina Casalone each for a one year term to expire June 30, 2013, Linda Edwards and Humayun Somjee each for a two year term to expire June 30, 2014, and Judy Pass and Jessica Witte each to a three year term to expire June 30, 2015, with the vote upon such motion being as follows, to-wit:

Council Member Nealey – Aye
Dan Tierney - Aye

The vote on the motion being 2 Ayes and 0 Nays, the nomination recommended was approved.

The Nominating Committee Meeting adjourned at 8:56 a.m.

Attest:

Deborah Ryan
City Clerk

Harold Dielmann
Mayor



**MINUTES OF A MEETING
OF THE NOMINATING COMMITTEE
NOVEMBER 29, 2011
9:00 A.M.**

A meeting of the Climate Action Task Force and Art Commission Nominating Committees was held on Tuesday, November 29, 2011 starting at 9:03 a.m. at the Creve Coeur Government Center, 300 N. New Ballas Road.

Mayor Dielmann called the meeting to order to consider appointments of the vacancy on the Climate Action Task Force and six (6) positions for the Arts Commission pursuant to the requirements of Section 4.4 (i) of the Creve Coeur City Charter.

Climate Action Task Force Committee

The Nominating Committee consisted of:

Harold L. Dielmann, Mayor
Tara Nealey, Council President
Kathleen Engel, Chair of the CATF

The following resumes/letters of interest were received by the City Clerk:

- Michelle Vesth

Kathleen Engle stated lately it has been a challenge to get a quorum and feels that Michelle Vesth has the time to be able to invest in this Task Force to get some things accomplished. Ms. Vesth has a marketing background and the Task Force is looking into advertising more about what they are doing and she could really help get those ideas across to the public.

Kathleen Engle, Chair moved, seconded by Mayor Dielmann to recommend Michelle Vesth to be appointed to the Climate Action Task Force for a term of three years which expires June 30, 2014, with the vote upon such motion being as follows, to-wit:

Mayor Dielmann – Aye
Council President Nealey – Aye
CATF Chair, Kathleen Engle - Aye

The vote on the motion being 3 Ayes and 0 Nays, the nomination recommended was approved.

Arts Commission

The Nominating Committee consisted of:

Harold L. Dielmann, Mayor
Tara Nealey, Council President
Dan Tierney, Chair of the Arts Commission

The following resumes/letters of interest were received by the City Clerk:

- Joe O'Neil
- Jeremy Gogel
- Linda Edwards
- Kenneth Balk
- Dave Derington
- Humayun Somjee
- Dianne Joyce



NOMINATING COMMITTEE
NOVEMBER 29, 2010
9:00 A.M.

- Gina Casalone
- Njideka Ezenwa-Eke
- Judy Pass
- Jessica Witte
- Dionna Raedeke (recommended by Anne Lewisites – but no information sent to City Clerk)
- Bernard Colton
- Marci Bluestone

Dan Tierney stated he has just begun to review the applications as he only received them late yesterday. Humayun Somjee has an interesting and extensive planning background and understands the process. Ken Balk is an architect and has been a long standing contributor to the community and an extensive background in fine arts. There are 14 qualified applicants and only six (6) spots vacant to fill. Dan Tierney stated Linda Edwards is a possible candidate, Jeremy Gogel is a new lawyer but has more of a finance background, Dave Derington is an interesting candidate but would like to have an opportunity to speak with him, Joe O'Neil has more of a finance background, Bernard Colton is another architect and long time resident. Dan Tierney stated he doesn't have enough information on Marci Bluestone to make a decision, Linda Edwards is a good candidate and has expressed an interest in getting on board at the Public Art Task Force meetings. Dianne Joyce is more into theatrical art, but that is interesting because the Master Art Plan touches on expanding into other forms of art.

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City Clerk suggested the Nominating Committee members narrow down from 14 applicants and have another meeting to have a final decision.

Dan Tierney asked what spots are available.

City Clerk stated there are two – three years terms, two – two year terms and two – one year terms.

Dan Tierney stated he has a good idea on where he would like people but would like to have more time to contact some of the candidates to narrow down the selection. Suggested as follows:

- Judy Pass – three year term
- Jessica Witte – three year term



NOMINATING COMMITTEE
NOVEMBER 29, 2010
9:00 A.M.

- Humayun Somjee – two year term
- Linda Edwards/Ken Balk – two year term
- Dr. Dianne Joyce/Dave Derington – one year term
- Gina Gasalone/Njideka Ezenwa-Eke – one year term

City Clerk reports that the Nominating Committee decided to meet again on Monday, December 5, 2011 at 8:30 a.m. to discuss candidates after Chair Dan Tierney has had an opportunity to speak with the candidates.

Attest:

Deborah Ryan
City Clerk

Harold Dielmann
Mayor



INTEROFFICE MEMORANDUM

Date: December 12, 2011

To: Mark Perkins, City Administrator
From: Jaysen Christensen, Assistant to the City Administrator
Subject: Commercial Trash Collection Times

Trash collection in Creve Coeur is currently prohibited before 7:00 AM in residential areas and before 6:00 AM in commercial areas. With dumpsters being picked up, shaken, and then dropped back to the concrete followed by the reverse beeping from trucks, commercial trash collection is significantly louder and more disruptive than residential collection. Due to the close proximity of residents to most of the commercial areas in the City, this noise has been a recurring problem, which is depicted in the attached email from a resident living near the Executive Parkway Office Park off of Mason Road. The City Council discussed this issue in general at its December 14, 2009 meeting (excerpt attached).

Staff also conducted a survey in December 2009 of the County and neighboring municipalities regarding their trash collection times (survey attached). Of the twelve neighboring municipalities and St. Louis County that were surveyed, only two, Fenton and Collinsville, indicated that they allow commercial collection to begin as early as 6:00 AM. Maplewood prohibits commercial collection before 7:00 AM if the area abuts a residential area but does not otherwise restrict commercial collection times. The County and the remaining 10 cities that responded to the survey indicated that they prohibit commercial collection before 7:00 AM.

If the City Council is interested in changing commercial collection to a later time, staff will advise the haulers and obtain their comments.

Attachments:

- 12/14/2009 Council Meeting Excerpt
- Resident Email dated 11/29/2011
- Survey of Trash Collection Times (12/2009)

Christensen, Jaysen

Subject: FW: Trash Pickup

From: diane wolf [mailto:dianewolf@sbcglobal.net]

Sent: Tuesday, November 29, 2011 5:50 PM

To: Perkins, Mark C.

Cc: laura.bryant@yahoo.com; Laura T Bryant

Subject: Trash Pickup

Hi Mark-

Below is a summary of my issues with the current dumpster trash pickup in the office park behind my home on Hezel Ln.

I live on a street of homes that backs to the Executive Parkway Office Park off Mason Road. There are many businesses and many trash dumpsters in the office park. I am the original owner of my home and have lived in the home for 20 years. The problem with the trash pickup began approximately 8 years ago.

Currently Creve Coeur allows trash pickup at 6 a.m. St. Louis County and the surrounding municipalities do not allow trash pickup until 7 a.m. so it appears the trash haulers are beginning their day at the office park directly behind my home.

Not only do I feel 6 a.m. is too early to allow trash pickup, the trash trucks regularly begin pickup at 5:30 or earlier. I have been awakened to the trash being collected at 4:30 a.m.

The sound from the office park carries very clearly in the early morning hours. The sound of the trash trucks (and there are multiple) is very disruptive. The trucks start and stop going from dumpster to dumpster and are very loud. Even the idling of the trucks vibrates my home. I would compare the vibration like having a fire engine going back and forth in front of one's home. The trucks are very loud and beep loudly when backing up. The repetitive banging sound of the emptying of the dumpsters is thunderous. Again, this is not one dumpster, but many. I am regularly awakened at 5:30 or earlier because of the trash trucks and continue to be awake as the "legal" trucks show up at 6 a.m.

I have called the police department regarding this issue. They have been responsive and have ticketed drivers. The illegal pickup stops for a bit, but resumes after a few weeks. In fact, the dumpsters were being emptied at 5:30 a.m. today and I called the police department.

I believe the trash pickup time in Creve Coeur should be changed to be in line with the county and surrounding municipalities. Because the Creve Coeur trash pickup time is earlier, the haulers begin their routes in Creve Coeur and many do not adhere to the legal pickup time. Our homes are in too close proximity to the office park to allow the dumpsters to be emptied at such an early hour. I do not feel it is unreasonable to request to not be disturbed by the trash trucks before 7 a.m. I currently have a room addition being added to my home. The workers arrive before 7 a.m. and sit in their vehicles in front of my home because they are not allowed to begin work before 7 a.m.

I have compared the nuisance to that of a barking dog. If there was a dog barking every day at 5:30, some action would be taken by the city. I would appreciate the same courtesy addressing the noise of the trash trucks and dumpsters.

I sincerely appreciate your time and efforts regarding this matter. I will do whatever you would like me to do to facilitate the changing of the trash pickup time. I have addressed this issue with many of my neighbors, and they are in agreement with my position.

Please feel free to contact me. I will be happy to help in any way I can.

Best Regards,

Diane Wolf

Authorized Collection Times for Waste Haulers

City	Residential	Commercial
Ballwin	7:00 AM	7:00 AM
Chesterfield	7:00 AM	7:00 AM
Clayton	7:00 AM	7:00 AM
Collinsville	6:00 AM	6:00 AM
Creve Coeur	7:00 AM	6:00 AM
Fenton	6:00 AM	6:00 AM
Ferguson	7:00 AM	7:00 AM
Frontenac	8:00 AM	7:00 AM
Maplewood	7:00 AM	7:00 AM*
Richmond Heights	7:00 AM	7:00 AM
St. Anne	7:00 AM	7:00 AM
St. Louis County	7:00 AM	7:00 AM
Town & Country	7:00 AM	7:00 AM
University city	7:00 AM	7:00 AM

Comments

* Commercial is 7 AM if property abuts residential area; otherwise no time restrictions in commercial areas

Delivery hour restrictions

City	Delivery hours
Maplewood	7:00am to 10:00pm in residential districts and those zoning districts that border residential districts. No restrictions in all other zoning districts.
Clayton	Not by code, but by individual Conditional Use Permit. In the Central Business District, it is before 7:00 a.m.; in residential areas, it is after 7:00 a.m. Our Planning Director indicates it is very difficult to enforce.



CITY OF CREVE COEUR – MINUTES
CITY COUNCIL MEETING
Monday, December 14, 2009
7:00 PM

the Graeser TDD are Les Steinberg and Stacy Manolakas and the three advisory members are Mark Perkins, Dan Smith and Mel Klearman.

Council unanimously approved.

BUSINESS FROM THE MAYOR and CITY COUNCIL

5. Delmar Garden Review Process

Council Member Bryant deferred until a full Council is present.

6. Restricted Hours for Trash Collection and Business Deliveries

Mark Perkins stated staff has polled some other cities regarding trash hauling hours and did find that most cities allow services to begin at 7:00 a.m. for commercial areas and we allow service to begin at 6:00 a.m. We probably have a larger commercial area than most of these cities. The complaints that we have received over the years typically have been because haulers have begun before 6:00 a.m.

Council Member Bryant stated it is odd that St. Louis County is more restrictive than Creve Coeur and particularly as a community that has a lot of residential and commercial development that abut against each other. Council Member Bryant stated she is not bringing forth a proposal for change but rather that the Council should be aware of this issue when discussing expansion of commercial areas and integrating Commercial and residential areas.

Mark Perkins stated a complaint was received not long after Council Member Bryant's request regarding deliveries. The City has not received many complaints over the years regarding deliveries. Very few cities regulate hours of deliveries.

Mayor Dielmann stated deliveries don't normally make noise like trash trucks do.

Council Member Nealey asked how do the times compare to the time restrictions on the start time for construction activities in residential areas?

Mark Perkins stated construction activity is 7:00 a.m. on weekdays and on weekends it is 9:00 a.m.

Council Member Nealey asked if that applies to both commercial and residential construction.

Mark Perkins stated yes.

Council Member Bryant stated this is something that we should look at for future discussion and consideration by Council.

7. Leaf Pickup Notification

Council Member Kistner withdrew item.



Memorandum

DATE: November 30, 2011
TO: Mark Perkins, City Administrator
FROM: Sharon Stott, Public Information Officer & Management Analyst
RE: Residential Newsletter

The City is preparing to go out for bid for the printing services for the monthly Creve Coeur Residential Newsletter as the current printing contract expires in February 2012. An up-to-date print quantity is necessary for the bidding process.

The newsletter is currently mailed to 9,242 addresses including residential properties, licensed Creve Coeur businesses and some local municipalities, fire districts and institutions.

A new comprehensive address list was obtained from St. Louis County Planning Department recently. The new list includes 10,749 addresses. The discrepancy between the number of addresses between the old address list vs. the new address list is that the new list includes all commercial (qty. 1,807); institutions (591) and industrial (127) properties; whereas the old address list contains primarily licensed business addresses only. (For example, licensed businesses do not include non-profits, physicians, chiropractors, optometrists, surgeons, attorneys, veterinarians, architects, home businesses, ministers, teachers, lawyers, psychologists, etc.)

Moving forward, it may be worth consideration to cease mailing the Creve Coeur Residential Newsletter to businesses for the following reasons:

- 1) The content of the newsletter is geared toward residents.
- 2) Businesses wanting to read the Residential Newsletter can read an electronic version from the City's website at no cost to the City.
- 3) The City provides a monthly electronic Creve Coeur Business Newsletter to licensed businesses that have provided an email address on their business license renewal forms (82% have) as well as others who have signed up to receive it through our website. We currently have 871 subscribers to the Creve Coeur Business Newsletter.
- 4) The current method of delivery for the residential newsletter is not all inclusive to businesses and the City would need to budget additional funds in order to do it.
- 5) The City could reduce costs by approximately \$5,361.20/annually if the newsletter was mailed only to residential addresses.

The City has budgeted \$39,902 for FY2012 for the newsletter (\$14,000 printing; \$3402 handling; \$22,500 postage); however, printing costs may increase after we receive the new proposals in January. Below is a cost breakdown for three newsletter scenarios for consideration:

MAILING OPTIONS	QTY.	ANNUAL COST BASED ON CURRENT PRICING	BALANCE BASED ON CURRENT BUDGET \$39,902
Residential only	8,224	\$34,540.80	(\$5,361.20)
Residential and non-licensed businesses/institutions	9,738	\$40,899.60	\$997.60
All residential and all businesses	10,749	\$45,145.80	\$5,243.80

Should the City cease mailing the Creve Coeur Residential Newsletter to businesses, notification of the change in mailing status is encouraged:

- A special postcard mailing could be sent to all non-licensed businesses and licensed businesses that have not provided the City with their email address:
 - Notifying them that the Creve Coeur Residential Newsletter will no longer be mailed to businesses
 - Encouraging them visit the City's website and sign up to receive monthly notifications when the most current residential newsletter is available
 - Encouraging them to sign up to receive the monthly Creve Coeur Business Newsletter and other City e-news (i.e., City Council Agenda/Minutes; Business News Watch; Crime Prevention Newsletter; Planning & Zoning Commission Agenda/Minutes; Public Works News; Parks and Recreation News)
- Approximate cost for a one-time postcard mailing would be approximately \$773 (printing \$288; postage \$485). *(Licensed businesses with email addresses in our subscribers list would be notified electronically.)*

Please let me know how you would like me to proceed so I can begin the bidding process with the appropriate print quantity in the coming weeks.



INTEROFFICE MEMORANDUM

Date: December 12, 2011

To: Mark Perkins, City Administrator
From: Jaysen Christensen, Assistant to the City Administrator
Subject: Domestic Chickens

The City is planning to roll out the CVS Caremark discount drug program to residents in mid December. The program is offered to municipalities in partnership with the National League of Cities (NLC) and allows residents to receive prescription drug discounts when not covered by insurance. To participate, residents must pick up a free discount drug card (see attached) at the Government Center or any other location where we wish to make the card available.

All major pharmacy chains and several smaller pharmacies accept the card including several in Creve Coeur such as CVS, Walgreens, Mercy, Dierbergs, and Schnucks (see attached list of participating pharmacies).

A number of other neighboring cities also make the discount cards available to their residents including Town & Country, Maryland Heights, and Richmond Heights (see attached list of participating cities in Missouri).

The NLC prescription drug discount program claims to save residents an average of 23% off the full retail cost of prescription medication. There is no cost to the City to participate in the program. Staff has also reviewed the program and found no drawbacks to participating.

Attachments

- Creve Coeur discount card
- List of participating cities in Missouri
- List of participating pharmacies in 63141

Free Prescription Discount Card

City of
Creve Coeur



RxBIN:
RxPCN:
ID:

RxGRP:
ISSUER: (80840)

Brought to you in collaboration with the National League of Cities.

This is NOT insurance.



Start saving on prescriptions today!

Easy Access

This prescription discount card is

brought to you by your city government in collaboration with the National League of Cities. Nine out of 10 pharmacies nationwide participate in this program, including many in your city. Save an average of 23% off the regular retail price of prescription drugs.

No Restrictions

You and your family

may use your discount card anytime your prescription is not covered by insurance. There are no restrictions and no limits on how many times you may use your card.

Extra Savings

As part of this program

you will also be eligible for higher discounts on select medications. To get program information, locate a pharmacy, look up a drug price, or access health resources visit **www.caremark.com/nlc**, or call toll-free **1-888-620-1749**.

Member: Call toll-free **1-888-620-1749**. This card is accepted by nine out of 10 pharmacies nationwide.

Miembro: Llame sin cargos al **1-888-620-1749**.

Esta tarjeta se acepta en nueve de cada diez farmacia participantes en la nación.

Pharmacist: The RxPCN, RxGRP, full member ID and a 01 person code must be submitted online to process claims for this program. For information, call toll-free **1-800-364-6331**.

To locate the nearest participating pharmacy, please call Customer Care toll-free at **1-888-620-1749** or visit **www.caremark.com/nlc**.

Para obtener más información y para localizar la farmacia participante más cercana, llame a Servicio al Cliente, sin cargos al **1-888-620-1749**, o visite **www.caremark.com/nlc**.

The National League of Cities is the oldest and largest national organization devoted to strengthening and promoting cities as centers of opportunity, leadership and governance. NLC is a resource and advocate for 19,000 cities, towns and villages, representing more than 218 million Americans.

This is NOT insurance. Discounts are only available at participating pharmacies. By using this card, you agree to pay the entire prescription cost less any applicable discount.

Savings may vary by drug and by pharmacy. Savings are based on actual 2010 drug purchases for all drug discount card programs administered by CVS Caremark. The program administrator may obtain fees or rebates from manufacturers and/or pharmacies based on your prescription drug purchases. These fees or rebates may be retained by the program administrator or shared with you and/or your pharmacy. Prescription claims through this program will not be eligible for reimbursement through Medicaid, Medicare or any other government program. This program does not guarantee the quality of the services or products offered by individual providers. We do not sell your personal information. Call the member toll-free number on the back of your ID card to file a complaint related to this program. Note to Texas Consumers: You may contact the Texas Department of Insurance if you remain dissatisfied after completing this program's complaint process.

Member Directory

NLC members include all State Municipal Leagues and more than 1,600 cities and towns of all sizes. As an NLC member, all elected and appointed officials and municipal employees enjoy the benefits of membership. The only requirement is that the municipality is a member of its State League. Click on a member city or state league below for links to member information and websites.

Not a member yet? **JOIN TODAY!**

State of Missouri

(Updated Nightly) Population based on 2000 Census Presented Alphabetically left to right.

View All

A

B

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J

K

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M

N

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Z

City	Population
City of Belton	21730
City of Berkeley	10063
City of Blue Springs	48080
City of Branson	6050
City of Bridgeton	11550
City of Columbia	88292
City of Creve Coeur	16500
City of Fenton	4360
City of Ferguson	22406
City of Florissant	50497
City of Gladstone	26365
City of Grandview	24881
City of Hazelwood	26206
City of Independence	113288
City of Joplin	45504
City of Kansas City	441545
City of Kirkwood	27324
City of Lawson	2336
City of Lee's Summit	70700
City of Liberty	26232

Find a Pharmacy

[Print](#)

Search Results

Based on your selections, your search results are below. For driving directions, click on the pharmacy name.

Search Criteria


Your search has returned 100 pharmacies based on the following:

Starting Point	63141
Max Travel Distance:	10
Language Preference:	English

Plan Benefits Legend

View the symbols and descriptions below and see what plan benefits each pharmacy has to offer.

Search Results

Pharmacy Name	Services	Additional Services	 Distance (mi)	Map and Directions	Plan Benefits
MERCY CANCER CARE 607 S NEW BALLAS RD STE 3300 SAINT LOUIS MO 63141 314-251-4400		Durable Equipment Written Materials Medical Review Compliance Monitoring	1.03		
MERCY HOSPITAL - ST. LOUIS PHA 615 S NEW BALLAS RD SAINT LOUIS MO 63141 314-251-7843	Open 7 days a week Open 24 hours Compounds available Open after hours for emergency	Durable Equipment	1.08		
MERCY PHARMACY JFK CLINIC 615 S NEW BALLAS RD SAINT LOUIS MO 63141 314-251-6044	Compounds available	Flu Shot Durable Equipment Written Materials Medical Review Compliance Monitoring	1.08		
MERCY PHARMACY 709 621 S NEW BALLAS RD SAINT LOUIS MO 63141 314-251-7444	Compounds available Delivery service	Durable Equipment Written Materials Medical Review Compliance Monitoring	1.11		

Pharmacy Name	Services	Additional Services	 Distance (mi)	Map and Directions	Plan Benefits
CVS PHARMACY 03087 11560 OLIVE BLVD CREVE COEUR MO 63141 314-995-8547			1.23		
WASHINGTON UNIV CNCR CTR PHY W 10 BARNES W DR, MED BL 2 #100 ST LOUIS MO 63141 314-996-3354	Compounds available	Durable Equipment Written Materials Medical Review	1.29		
CARE PHARMACY LLC 777 CRAIG RD CREVE COEUR MO 63141 314-997-3740	Delivery service	Durable Equipment Written Materials	1.3		
GOLDSMITH PBA PHARMACY 777 S NEW BALLAS RD SAINT LOUIS MO 63141 314-432-5020	Compounds available Delivery service	Durable Equipment Written Materials	1.46		
ST JOHNS MERCY PHARMACY WEST 12680 OLIVE BLVD STE 150 SAINT LOUIS MO 63141 314-251-8989	Compounds available Delivery service	Durable Equipment Written Materials	1.54		
WALGREENS 03305 12661 OLIVE BLVD CREVE COEUR MO 63141 314-878-4413	Open 24 hours	Durable Equipment	1.56		

[Previous](#) | [Next](#)

[New Search](#)[Reset Sort](#)

Your employer or health plan has selected a network of pharmacies that have agreed to provide service to you. This tool is intended to help you identify pharmacies in your area that participate in your plan; however, pharmacy networks are subject to change without notice and this tool does not guarantee plan participation. Additionally, copay/coinsurance may differ from pharmacy to pharmacy for some plans. Pharmacy address and services information is self-reported and based on information provided to Caremark by the network participants.